

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, a political subdivision of the State of Colorado, with an addressis 1860 Lincoln Street, Denver, Colorado 80203 (“Contractor”), jointly “the Parties”.

1. DEFINITIONS: In addition to other terms which may be defined elsewhere in this Agreement, the following terms will have the meanings set forth in such subparagraph wherever used in this Agreement with the first letter of each capitalized.

A. “ACF” means the Administration for Children and Families in the U.S. Department of Health and Human Services.

B. “CFR” means the Code of Federal Regulations.

C. “Delegate Agency” means the Contractor or Contractor’s successor- interest with whom the City has contracted to operate a portion of the City’s Head Start Program.

D. “Denver’s Head Start Program” means a program or programs of the City and County of Denver that deliver Head Start services to certain children and their families living in the City and County of Denver (Head Start CFDA #93.600).

E. “Grant” means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government through the ACF to the City to operate Head Start Programs.

F. “Head Start” means a program of educational, social, psychological, health, nutritional, and parent education services to children and their families eligible to participate in Head Start programs under applicable guidelines of HHS.

G. “HHS” means the United States Department of Health and Human Services.

H. “Program Year” means the period of time designated by the ACF to the City to provide Head Start programs under the Grant (and is currently set as the calendar year beginning on July 1 and ending on June 30).

I. “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

J. “Subcontractor” means any entity other than a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start professional services), goods or supplies under this Agreement.

K. “Subdelegate” means any entity retained by Contractor, by written agreement to operate all or part of the Contractor’s Head Start program on a professional basis as described in this Agreement but does not include Vendors or entities retained to provide goods, services or supplies under this Agreement.

L. “Subvendor” means an entity retained by the Contractor, by written agreement, to provide a portion of Contractor’s Services under this Agreement and does not include Subdelegates or Subcontractors.

M. “Vendor” means, for purposes of this Agreement only, any entity retained by a Delegate Agency, by written subcontract, to provide a specified Head Start service on a professional basis for Denver’s Head Start Program and does not include Subdelegates or entities retained to provide goods, services or supplies under this Agreement.

2. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Director of the Denver Head Start Office (the “Director” and the “Head Start Office” respectively) or the Director’s Designee.

3. CONTRACT DOCUMENTS: This Agreement consists of Sections 1 through 41, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).

B. Exhibit B, Contractor’s Budget and Justification.

C. Exhibit C, Calendar of Times and Days of Operations.

D. Exhibit D, Schedule for Submission of Reports.

E. Exhibit E, Site Locations.

F. Exhibit F, Certificate of Insurance.

The terms and conditions of Sections 1 through 41 will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

4. TERM: The Agreement will commence on July 1, 2022 and will expire on June 30, 2023 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

A. At the direction of the Director, or the Director’s Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the deliverables set forth in the Exhibits attached hereto to the City’s reasonable satisfaction.

B. The Contractor is ready, willing, and able to provide the Services required by this Agreement.

C. The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by entities or highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

6. CONTRACTOR’S RESPONSIBILITIES: In addition to any and all obligations required by law or stated elsewhere in this Agreement or in any attachments hereto, the Contractor will:

A. Assist the City as requested in reviewing currently designated Head Start facilities and provide advice and input concerning any and all decisions about such facilities;

B. Communicate timely with the Head Start Director concerning the provision of services hereunder and attend and participate in meetings as requested reasonably by the Director or the Director’s designated representative;

C. Ensure that all of Contractor’s staff have adequate skills, training, and experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

D. Permit the City or the ACF to carry out reasonable monitoring and

evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board members, and subcontractors in such efforts;

E. Obtain and maintain all applicable licenses, permits and authority necessary to provide the Services under this Agreement;

F. Establish and maintain efficient and effective records and record-keeping policies in accordance with the requirements prescribed by the federal government or reasonably required by the City for all matters covered by this Agreement to provide accurate and timely information regarding children, families, and staff, and that will ensure appropriate confidentiality of this information;

G. Provide proper supervision of all children at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practice(s). The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor's Site Locations in accordance with the policy and procedures of the Denver Head Start Office as designated by the City and approved by the Contractor's management team. Further, in addition to all requirements established by law, the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

H. Establish policies and procedures to secure and protect all property purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include, without limitation, specific terms for the acceptable and reasonable use of telephone, email and internet for non-business purposes.

I. Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation.

In the event of an emergency (an unforeseen event that endangers the health or safety of children enrolled in Contractor's Head Start programs), the Contractor may cease

program operations for a limited period of time; provided, however, that Contractor will immediately take all necessary and appropriate measures to ensure that services are immediately reinstated for any and all children enrolled in Contractor's Head Start programs that may be displaced as a result of an emergency. In the event that Contractor ceases program operations as a result of an emergency, the Contractor will notify the Director of the cessation in program operations, the site or facility where program operations ceased, the actions taken by Contractor in response to the emergency, and Contractor's estimate as to when services will be reestablished at the site where the emergency occurred, by telephone on the same day of cessation and in writing within five (5) business days of the day of cessation.

J. Maintain program operations for the length of the Program Year as set forth in **Exhibit C**. If the Contractor changes the length of the Program Year or deviates in any manner from **Exhibit C**, Contractor will obtain the written approval of the City at least thirty (30) calendar days prior to the date the requested change is to be effective. Failure to request the advance written approval of the City will be deemed to be a default under this Agreement and may result in the City invoking any or all remedies stated in this Agreement.

K. Pursuant to applicable provisions of the Head Start Performance Standards, the Contractor will include in all Head Start meals those foods that conform to the "minimum standards" for meal patterns in accordance with any and all guidance issued by the ACF. In particular, but not by way of limitation, Contractor will comply with all requirements stated in 45 CFR 1302.42, 1302.44, 1302.31, 1302.46, 1302.90, as may be amended from time-to-time and will ensure that any and all Subcontractors will comply with said provisions.

L. Comply with all directives of the City issued in the form of a City-issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing, which approval will not be

unreasonably withheld.

M. Obtain, for each child enrolled in the Delegate Agency's Head Start program, a student identification number from the Local Education Agency (LEA) for the City and County of Denver and maintain this information in a comprehensive up-to-date report consistent with any format reasonably designated by the City.

N. Maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy within thirty (30) calendar days. The Contractor will determine eligibility for enrollment in Head Start programs based on family income in strict accordance with Section 645 (a)(1)(B) of the Head Start Act. The Contractor will determine eligibility for recruitment, selection, enrollment, and attendance in Head Start programs based on the requirements of Section 645 of the Head Start Act and 45 C.F.R. 1302, Subpart A (Sections 1302.10 – 1302.18).

O. Comply with the City's policy directives and required procedures for branding and marketing of the Services and other activities concerning Denver's Head Start Program. Branding includes, without limitation, how the Services and other activities concerning Denver's Head Start Program will be named and presented to the public and the roles of the City, ACF or HHS, and the Contractor in connection with the Services. Marketing includes, without limitation, the development and use of graphic identities, trademarks, service marks, tradenames, logos, and signage to provide the Services to visibly acknowledge and identify the roles of the City, the ACF or HHS, and the Contractor in connection with the Services and other activities concerning Denver's Head Start Program.

7. COMPENSATION:

A. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement in accordance with the budget contained in **Exhibit B**.

B. Reimbursable Expenses. Except as set forth on **Exhibit B**, there are no reimbursable expenses allowed under the Agreement.

C. Invoices. Contractor shall provide the City with a monthly invoice in a format and with a level of detail reasonably acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than forty-

five (45) days after the end of the prior month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

D. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION SIXTY-TWO THOUSAND THREE HUNDRED FOUR DOLLARS AND ZERO CENTS (\$3,062,304.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. Recovery of Incorrect Payments. The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including, but not limited to, applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City

or otherwise as provided by law.

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **SIX HUNDRED TWELVE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS AND ZERO CENTS (\$612,461.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

G. Expenditure Variance Reports. The Contractor will prepare and submit to the City, according to the schedule in **Exhibit D** or a date agreed upon in writing by the Parties, an Expenditure Variance Report setting out in detail the following information: 1) a description by category of the amount and nature of all monies expended by Contractor during the budget period designated in the Contractor's Expenditure Variance Report; and 2) all non-federal share contributions made by Contractor during the budget period designated in Contractor's expenditure variances.

Every one of Contractor's Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control Number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with supporting documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction

listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2021-2022, HHS may issue only a partial financial award for program costs for Program Year 2021-2022. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the Parties in the same manner as this Agreement.

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising **Exhibit B** or it may terminate this Agreement. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it reasonably determines that Contractor's current spending is inconsistent with amounts and categories listed on **Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

I. Updated Program Conditions. If additional conditions are lawfully imposed on the Head Start Program and the City by federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such

additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Head Start Program, the City may withhold payment to the Contractor of any unearned funds or terminate this Agreement in accordance with Section 19.A.2, below. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

J. Modifications to Exhibits. The Parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City's automated contract system (Jaggaer) by an employee of the Head Start Office or another City office designated by the Director. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

8. REPORTS:

A. The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subdelegates and any Vendor to establish and maintain said reporting systems. In addition to any other reports required or requested under this Agreement or any exhibit, the Contractor will prepare and submit the following reports and will require any and all Subdelegates and, as directed by the Director, any Vendor to prepare and submit the following reports:

(1) Enrollment Report. The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor

at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies.

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how Contractor will return said levels to the designated number. The Enrollment Report will be consistent with any format designated by the City.

(2) **Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 CFR 1302.16, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City.

(3) **Personnel Report.** The Personnel Report will include quarterly and year-to-date employment status for all staff and contract employees performing Head Start duties, including the position held by such persons and a listing of which positions, if any, are unfilled. The Personnel Report will be consistent with any format designated by the City.

(4) **Expenditure Variance Report.** The Expenditure Variance Report will include the information designated in Section 7.G of this Agreement concerning monthly expenditures, invoices, and non-federal share match requirements. The Expenditure Variance Report will be consistent with any format designated by the City.

(5) **United States Department of Agriculture (USDA) Report.** The USDA Report will include a complete listing of all funds reimbursed to the Contractor by the U.S. Dept. Of Agriculture for the costs of providing meals for children enrolled in or otherwise served by Head Start programs and will be consistent with any format designated by the City.

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in **Exhibits A and B** as well as an evaluation of the

effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City.

(7) **Administrative and Development Costs Report.** The Administrative and Development Costs Report will include an itemized description of all costs and expenses incurred relating to the administration and management of Head Start programs and will be consistent with any format designated by the City.

(8) **Other Reports.** The Contractor will prepare and submit any other report or information pertaining to the administration of Head Start programs and expenditure of Head Start funds as requested by the City; any and all official reports for federal, state and local governmental entities, as required by applicable law; and will prepare and maintain all records, statements and information as required by applicable federal, state and local laws for the purpose of carrying out the provisions of this Agreement or the Grant.

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

B. The reports required in this Section 8 will be submitted in accordance with the schedule set forth in **Exhibit D**. If Contractor does not submit such reports in accordance with **Exhibit D**, the City may determine and find that such failure constitutes an act of noncompliance, a deficiency or an event of default and the City may invoke any remedy provided in this Agreement or otherwise available to the City by law. If Contractor does not submit such reports in accordance with **Exhibit D** and no further payments are due from the City, then such failure will automatically be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

9. PERFORMANCE MONITORING/ INSPECTION: The Contractor will permit the Director or any other governmental agency authorized by law, or their respective authorized

designees, to monitor all activities conducted by the Contractor pursuant to the terms of this Agreement and inspect any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, formal and informal audit examinations, attending all meetings, hearings, or proceedings held by the Contractor, its Board of Directors, or its employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection will be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Contractor will make available for inspection by the Director or the Director's designated representative any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, relating to any matter covered by this Agreement.

10. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

11. EXAMINATION OF CONTRACTOR RECORDS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States,

including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

B. The Contractor will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least three (3) years all evidence of business transacted under this Agreement for such period.

C. The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements.

12. AUDIT REQUIREMENTS:

A. The Contractor will cause an annual single audit of Head Start services provided under this Agreement to be prepared by an independent auditor in accordance with applicable federal, state and City laws. Where required by applicable federal, state or City law, Contractor's auditor will provide an accounting certification that the audit was conducted in accordance with applicable standards set forth in the U.S. Office of Management and Budget ("OMB") circulars. All accounting practices will be in conformance with generally accepted principles.

B. Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's

audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City, in writing, and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

D. The Contractor will satisfy the requirements of the Single Audit Act of 1984, as amended, codified at 31 U.S.C. §7501, *et seq.*, and as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

13. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any

payment or other action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach of any term of Agreement constitutes a waiver of any other breach.

14. INSURANCE:

A. If the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended (“Act”), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

B. If the Contractor is not a “public entity” then, the following general conditions apply:

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-” VIII or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The

insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor, Subdelegate's, and Subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages under this Agreement, except Student Accident coverage, Contractor's insurer shall waive subrogation rights against the City.

(5) **Subdelegates, Subcontractors and Subconsultants:** All Subdelegates, Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subdelegates or Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subdelegates, Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subdelegates, Subcontractors, and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:**

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

(8) **Automobile Liability:** Contractor shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) **Student Accident:** Contractor will maintain limits of Twenty-Five Thousand Dollars (\$25,000.00) per claim for participants in the Head Start Program.

(10) **Commercial Crime (Fidelity):** Contractor shall maintain \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

(11) **Bond:** If required by applicable federal law, as currently presented in 45 CFR Part 75 304, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor's employees and officers of all monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any malfeasance or misfeasance with respect to such funds on the part of such persons. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

15. DEFENSE AND INDEMNIFICATION (Not applicable to "Public Entities"):

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of,

resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a “public entity”, the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or

omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

17. TAXES, LATE CHARGES, AND PERMITS: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

18. ASSIGNMENT AND SUBCONTRACTING:

A. By the City. The City may assign or transfer this Agreement at its discretion or when required by the ACF.

B. By the Contractor. The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract

whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

19. TERMINATION:

A. Notice of Deficiencies (with opportunity for corrective action). In the event the City identifies one or more deficiencies in Contractor's performance of the Services or its other obligations under this Agreement, the Director will provide the Contractor with written notice of the deficiency or deficiencies ("Notice of Deficiencies"). The Notice of Deficiencies will identify the deficiencies to be corrected and will state that the Contractor is to either correct the Deficiencies immediately (or such longer period as the City may allow) or according to a Quality Improvement Plan (with included timeline) to be developed by the Contractor (the "Quality Improvement Plan").

(1) If the Contractor is to correct the identified Deficiencies according to a deadline established by the Director, the Contractor will verify in writing to the Director, no later than ten (10) calendar days after the designated deadline, that Contractor corrected the Deficiencies and the specific measures taken to complete such corrective actions.

(2) If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Deficiencies, a Quality Improvement Plan that identifies the actions the Contractor will undertake to correct each identified deficiency and the date that Contractor expects to complete the Quality Improvement Plan. Within thirty (30) calendar days of the date of receipt of Contractor's proposed Quality Improvement Plan, the Director will notify the Contractor in writing of the Director's approval or disapproval. If the Director disapproves of the Quality Improvement plan, the Director will inform the Contractor of the reasons for that disapproval. If the Quality Improvement Plan is disapproved, the Contractor must submit, within ten (10) calendar days of the date of the Director's notice of disapproval, a revised Quality Improvement Plan, making the changes necessary to address the reasons why the initial Quality Improvement Plan was disapproved. If the Director does not approve or disapprove of the Quality Improvement Plan within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the

Quality Improvement Plan.

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion. Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

B. Remedies for Failure to Timely Correct Deficiencies. If the Contractor fails to timely correct any deficiency or deficiencies identified by the City, the City has the right to take any or all of the following actions, in addition to any and all other actions authorized by law:

(1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed;

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

(3) Disallow or deny all or part of the cost of the activity or action that has not been satisfactorily corrected or completed;

(4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately (or such longer period as the City may allow) upon written notice to Contractor;

(5) Deny in whole or in part any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year regardless of source of funds;

(6) Reduce any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

(7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the City's Head Start Grant;

(8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor;

(9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor will cooperate with the City in the transfer of the Services as reasonably designated by the City; or

(10) Take other remedies that may be legally available.

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

(1) The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the time period as set forth pursuant to Section 18.

(2) The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City, if the Grant is suspended or terminated, in whole or in part, by HHS, or if the Contractor demonstrates to the Director that it is unable or unwilling to comply with any updated or additional program requirements lawfully imposed on the Head Start Program and the Services.

(3) Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect

of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become reasonably unsatisfactory to

the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, “**Term**”, above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor’s possession, custody, or control by whatever method the City deems expedient.

21. PROCUREMENT:

A. Tangible Property. The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75.327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the “Procurement Standards” contained in 45 CFR Part 75 and consistent with the requirements contained in this Section 20.

B. Inventory. The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City’s Head Start Director, of all unused supplies exceeding Five Thousand Dollars (\$5,000.00) in total aggregate value and all equipment purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all supplies and equipment so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment

purchased with funds provided under this Agreement.

C. **Real Property; Intangible Property.** Contractor will not use Head Start funds to purchase or otherwise acquire title to real or intangible property without the prior written consent of the City. Any proposed transaction to acquire title to real or intangible property will be made in conformance with applicable federal laws and any and all requirements as may be designated by the City.

22. SITE LOCATIONS, LEASES AND LICENSES:

A. **Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit E**, entitled Site Locations. The Contractor will be responsible for executing any and all leases or amendments of leases of the real property and/or facilities designated on **Exhibit E**. The Contractor will maintain, and will cause any and all Subdelegates to maintain, copies of all leases and amendments thereto executed in the performance of services under this Agreement, and will deliver copies thereof to the City upon request.

B. **Changes to Site Locations.** If the Contractor or any employee determines that it is necessary to move, change or operate a Head Start program in any other facility or location, it will notify the Director in writing within fourteen (14) calendar days of the date of such determination and will provide an explanation as to the reason why the move, change or new operation should be undertaken. The Contractor will not move, change or operate any Head Start program in any other facility or location, unless the City has approved of such move, change or operation in writing, in advance of any contractual obligation and occupancy by the Contractor of such new facility.

C. **Smoke and Toxin Free Facilities.** All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with federal and City policies concerning the use or sale of tobacco in Head Start or City facilities, as such policies may be amended from time to time. No class will be operated in a facility that does not comply with any applicable federal or City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

D. **Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be

opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit E**. In addition, the Contractor will secure, post and maintain in its' files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in **Exhibit E**. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

23. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver whether or not specifically referenced herein. In particular, the Contractor will perform the duties and satisfy the requirements of the following laws, regulations, and policies as may be amended from time to time:

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;

B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;

C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;

D. All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR Part 200, *et seq.* and 2 CFR Part 25.110;

E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;

F. The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;

G. The terms and conditions contained in all exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;

H. The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;

I. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 CFR Part 180. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 CFR Part 180 and 2 CFR Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time Contractor learns that the Contractor’s certification to enter into this Agreement was erroneous, when submitted or has become erroneous, by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation

to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;

J. Byrd Anti-Lobbying. If the Maximum Contract Amount exceeds \$100,000.00, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

K. “New Restrictions on Lobbying.” As set forth in implementing regulations 45 CFR Part 93, Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

L. Non-Discrimination and Equal Employment Opportunity (Federal requirements).

(1) In carrying out its obligations under the Agreement, Contractor audits officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

(3) Contractor will incorporate the foregoing requirements of this section in all of its subcontracts.

(4) Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section;

M. No Discrimination in Program Participation (Federal). The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964

(Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 CFR Part 75.300(c);

N. **Davis-Bacon Act**. 40 U.S.C. Section 276a-a(7) (2000) or to the extent that the Davis-Bacon Act is deemed not to apply to this Agreement, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages, Section 20-76 of the Den. Rev. Mun. Code;

O. Mandatory Disclosures. Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 CFR §200.338;

P. FFATA. The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations;

Q. The Deficit Reduction Act of 2005, 109 P.L. 171;

R. Federal Privacy Requirements, as applicable, including without limitation, 45 CFR Parts 160, 164, and 1303 Subpart C and HHS's Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320 et seq. Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access;

S. No Discrimination in Employment (City Executive Order No. 8). In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, protective hairstyle, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

T. City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor's personnel from City facilities or participating in City operations;

U. Confirmation of Lawful Employment (City Ordinance):

(1) This Agreement is subject to Division 5 of Article IV of Chapter 20

of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(2) The Contractor certifies that:

(a) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.

(b) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), CRS, to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) The Contractor also agrees and represents that:

(a) It shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

(b) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

(c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(d) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(e) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), CRS, or the City Auditor, under authority of D.R.M.C. 20-90.3.

(4) The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

24. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

25. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing

the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

26. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Denver Great Kids Head Start Office
201 West Colfax Avenue, Dept. 1101
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

27. DISPUTE RESOLUTION: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children.

28. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of

Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Data and Information. The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) personal information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "City Data". Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect City Data as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. "Personal Information" means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account

number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

C. Data Protection and Security. Contractor confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and City Data and that it will perform its obligations under this Agreement in compliance with them.

D. "Data Protection Laws" means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

E. Confidentiality; No Ownership by Contractor. Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor

pursuant to this Agreement and such information or work product are considered to be “City Data”. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

F. Use and Protection of Personal Information and City Data. Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Data including without limitation: (i) keep and maintain Personal Information and City Data in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Data solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Data for Contractor’s own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in “data mining” of Personal Information or City Data except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

G. Employees and Subcontractor. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor

shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

H. Loss of Personal Information or City Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be

written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction. Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Data at the time of the request and place a "hold" on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

J. No other Databases. Except as expressly approved in advance by the City, Contractor will not establish or maintain a separate database containing Personal Information or City Data to provide the services under the Agreement.

K. Data Transfer Upon Termination. Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days.

Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

L. Disclaimer. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or City Data. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

M. Open Records. The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, CRS, and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this

Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

30. INTELLECTUAL PROPERTY RIGHTS:

A. City's Intellectual Property. The City and Contractor intend that all property rights to any and all data, information, materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information, any derivative works thereof, supplied by the City to the Contractor in connection with the Services, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City.

B. New Original Works. The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"), shall belong to the City free and clear from any and all claims of any nature relating to the Contractor's contributions and other efforts. The Contractor shall disclose all such items to the City unless the Director directs otherwise in writing. Contractor assigns to the City and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and all works based on, derived from, or incorporating the New Original Works. Whether or not Contractor is under contract with the City at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the New Original Works.

(1) To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a "work made for hire," the Contractor (by this

Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Contractor will not copyright, trademark or patent any work, materials, devises, methods, processes, or products New Original Works developed by Contractor as a result of the Services provided under this Agreement without the prior written approval of the City and, if required, the federal government. To the extent that Contractor cannot make any of the assignments required by this article, Contractor hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

(2) In addition, Contractor grants to the City, and the federal government if required, (and to recipients of New Original Works distributed by or on behalf of the City) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and distribute the contents of the New Original Works.

C. **License.** The City hereby grants a non-exclusive limited license to the Contractor to use, during the Term, the Materials and New Original Works for Head Start purposes only as well as any other Head Start program related materials, text, logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media. The Contractor may reproduce the Materials or New Original Works, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials and New Original Works, and all copies thereof, or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor.

D. **Contractor's Pre-existing Works.** The Contractor shall retain all property

rights to Contractor's Pre-existing materials, including derivative works, developed prior to the commencement date that are used in the performance of the Services ("Contractor's Pre-existing Materials"). The Contractor will disclose to the Director all Contractor's Pre-existing Materials, including derivative materials thereof, that Contractor uses in providing the Services. The City will not copyright, trademark or patent any of Contractor's Pre-existing Materials. Contractor hereby grants a non-exclusive limited license to the City to use for Denver's Head Start Program purposes only Contractor's Pre-existing Materials.

E. Derivative Works. The Parties intend that derivative works shall include revisions, improvements, alterations, adaptations, translations, or modifications to Contractor's Pre-existing materials or New Original Works, as appropriate. Contractor will not include any of the City's New Original Works in any derivative works to Contractor's Pre-existing materials.

F. Trademarks/Copyrights. Each party to this Agreement acknowledges the validity of the other party's service marks, trademarks, tradenames, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other party's rights or interests in such property.

31. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

32. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

33. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance,

rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

34. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

35. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

36. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

37. PARAGRAPH/SECTION HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed as to define or limit the terms and provisions hereof.

38. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

39. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

40. CITY EXECUTION OF AGREEMENT: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

41. LAWSUITS: The Contractor will notify the City in writing within seven (7) calendar days of the date upon which any legal action or proceeding connected with or related to this Agreement is initiated by or brought against Contractor.

42. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibits to Head Start/Delegate Agency Agreement

- 1. Exhibit A,** Contractor's Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).
- 2. Exhibit B,** Contractor's Budget and Justification.
- 3. Exhibit C,** Calendar of Times and Days of Operations.
- 4. Exhibit D,** Schedule for submission of reports.
- 5. Exhibit E,** Site Locations.
- 6. Exhibit F,** Certificate of Insurance.

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[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]**

Contract Control Number: MOEAI-202262467-[[This Amendment Number]]
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO,

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: MOEAI-202262467-[[This Amendment Number]]
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO,

By:  _____
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Name: Jose Paz
(please print)

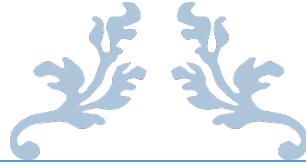
Title: DPS Head Start Delegate Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
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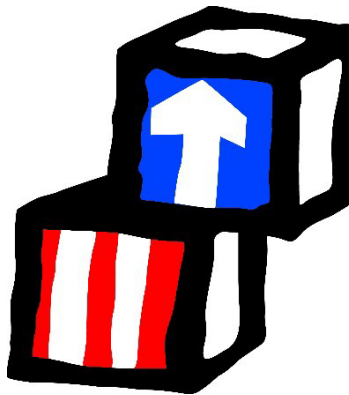
Title: _____
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ABBREVIATED APPLICATION

YEAR 5

Denver Public Schools Head Start



PROGRAM YEAR
2022-2023

EXHIBIT A



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Section I. Program Design and Approach to Service Delivery

Sub-Section A. Goals

1. Program Goals, Measurable Objectives and Expected Outcomes

Denver Public Schools Head Start (DPSHS) plans to continue serving 350 children in 22 Level IV Colorado Shines-rated, six-and-half-hour, full-day classrooms, by providing developmentally appropriate educational services for three- and four-year-old children in safe and nurturing environments. DPSHS serves primarily four-year-olds, with three-year-olds enrolled in mixed-age classrooms. The program promotes the development of young children in all the Central Domains of the Head Start Early Learning Outcomes Framework while responding to the needs of families. The program's curricula, Creative Curriculum or Tools of the Mind, are aligned with standards implemented in K-12 education within Denver Public Schools. These standards include the Common Core State Standards, the Colorado Academic Standards, and the World-Class Instructional Design and Assessment (WIDA) English Language Development Standards ensuring a smooth transition to Kindergarten and beyond. Program staff and teachers are highly qualified and experienced. Classroom teachers are Early Childhood Education (ECE) qualified with Colorado teaching licenses and certificates. As part of the Denver Public Schools (DPS) system, DPSHS draws on a comprehensive web of support services for children and families including parent leadership and engagement opportunities, transitional resources, translation and interpretation services, support for homeless families, health screenings and best practices, financial literacy, and strong partnerships within and outside the district.

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DPSHS places emphasis on its goals and objectives by concentrating efforts where a need for growth is determined. TS Gold scores have increased in the developmental domains according to the first checkpoint of the 2021-2022 school year, compared to the first checkpoint in the 2020-2021 and previous school years. This outcome can be attributed to overall increased teacher effectiveness and aptitude in each of the categories. DPSHS staff and parents have received training and support to increase capacity to promote collaborative best practices in areas where growth may be identified as a need. Teachers and paraprofessionals receive stipends and/or tuition reimbursements that promote continued learning and coursework that furthers their education and development within the early childhood education profession. This also helps them meet teacher and paraprofessional Head Start specific qualifications.

Despite unprecedented challenges due to COVID-19 this school year, our agency collaborated with Denver Great Kids Head Start and DPS Early Childhood Education to provide classroom, teaching staff, support staff, students, and families with expanded services, support, resources, and supplies needed to overcome the unexpected consequences produced by the pandemic. There were many positive outcomes that were accomplished and some of which will remain in practice after normalcy returns to our work environments. Similarly, comprehensive service staff have a district reputation and focus on placing importance on the family and their individualized needs. The result is evident in the progress made toward meeting each of the objectives and goals:

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Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>1 A. Ensure quality educational experiences for children and implement best school readiness practices through a collaboration between the home and school by demonstrating growth every year in the following 5-year period toward 100% children meeting or exceeding the Head Start Early Learning Outcomes Framework (HSELOF) in its 5 Central Domains, and shared support with parents.</p> <p>And...</p>	<ul style="list-style-type: none"> By Year 5, 100% of DPSHS children will meet or exceed expectations in the School Readiness Plan outcomes in the 5 Central Domains of the HSELOF: <ul style="list-style-type: none"> approaches to learning social/emotional development language and literacy cognition, and perception, motor, and physical development. 	<ul style="list-style-type: none"> 85% of DPSHS children will meet or exceed expectations in the 5 Central Domains of the HSELOF: <ul style="list-style-type: none"> approaches to learning social/emotional development language and literacy cognition, and perception, motor, and physical development. <p>Progress has been made by: increasing teacher participation in the Erikson math training; establishing an enhanced tracking system for home visits that aligns with district practices; focusing on parent teacher conferences to ensure compliance; coordinating 2</p> 	<ul style="list-style-type: none"> 90% of DPSHS children will meet or exceed expectations in the 5 Central Domains of the HSELOF: <ul style="list-style-type: none"> approaches to learning social/emotional development language and literacy cognition, and perception, motor, and physical development. <p>Despite COVID and the challenges it has presented, progress for this goal has been made. The growth was not as high as expected but support was provided by collaborating with the grantee and DPS Early Childhood Education</p> 	<ul style="list-style-type: none"> Since sufficient improvement was not achieved in this objective due to COVID, this school year's goal will be next school year's focus: 90% of DPSHS children will meet or exceed expectations in the 5 Central Domains of the HSELOF: <ul style="list-style-type: none"> approaches to learning social/emotional development language and literacy cognition, and perception, motor, and physical development. <p>Approx. 70% of children were successful. Despite COVID and the challenges it has presented, progress for this</p> 	<ul style="list-style-type: none"> Sufficient improvement was not achieved in this objective due to continued challenges with COVID and its variants. 4th year's goal will be 5th year's focus: 90% of DPSHS children will meet or exceed expectations in the 5 Central Domains of the HSELOF: <ul style="list-style-type: none"> approaches to learning social/emotional development language and literacy cognition, and perception, motor, and physical development

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		<p>CLASS assessments in each classroom per school year; completing Individualization Meetings that includes each teacher and all the component coordinators for cross-component knowledge & support of each individual child and her/his needs (302+ children). There has been an increased promotion of one teacher substitute day per month so that teaching staff can complete Head Star requirements and planning. An increased collaboration with district ECE staff has promoted more effective professional learning sessions and less student non-contact days during the school year.</p>	<p>department to secure innovative learning resources and supplies such as Webcams for classroom observations, technology for classroom – home connections, and Bedtime in a Box for home support with learning development and bedtime routines. Teacher participation in the Erikson math training was limited but participation was successful; an enhanced tracking system for home visits that aligns with district practices has paused but teachers sought creative methods to connect with each home; focus on parent teacher conferences to ensure optimal Collaboration remains strong despite the challenges; in-</p>	<p>goal has been made. The growth was not as high as expected but support was provided by collaborating with the grantee and DPS Early Childhood Education department to secure innovative learning resources and supplies such as Webcams for classroom observations, technology for classroom – home connections, and Bedtime in a Box as well as Learning in a Box for home support with learning development and bedtime routines; Focus has been placed on parent teacher conferences to ensure optimal collaboration remains strong; in-person coordination of 1 CLASS assessment in each classroom</p>	
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			<p>person coordination of 2 CLASS assessments in each classroom per school year was not permitted per health and safety practices; completion of Individualization Meetings that includes each teacher and all the content coordinators for cross-content knowledge & support of each individual child and her/his needs (200+ children) has occurred through virtual meetings. There has been a decrease in usage of a teacher substitute day per month so that teaching staff can complete Head Star requirements and planning due to the uncertain nature of this school year including classroom, school, and district</p>	<p>per semester was not achieved; completion of Individualization Meetings that includes each teacher and all the content coordinators for cross-content knowledge & support of each individual child and her/his needs continues through virtual meetings. Teacher substitute days per month have been eliminated due to a shortage. An increased collaboration with district ECE staff and city DGKHS staff has promoted virtual professional learning sessions.</p>	
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			<p>closures when COVID outbreaks occur. An increased collaboration with district ECE staff and city DGKHS staff has promoted virtual professional learning sessions.</p>		
<p>Parents informed.</p>	<ul style="list-style-type: none"> By Year 5, share the HSELOF outcomes with 100% of the parents for their review, shared support and focus. 	<ul style="list-style-type: none"> Share the HSELOF outcomes with 92% of the parents for their review, shared support, and focus. Progress has been made by placing emphasis on teachers sharing assessment results with parents during Parent/Teacher conferences. 	<ul style="list-style-type: none"> Share the HSELOF student outcomes with 95% of the parents for their review, shared support, and focus. Progress has been interrupted and emphasis has not been placed on teachers sharing assessment results with parents during Parent/Teacher conferences. Instead, focus has been placed on immediate & urgent family needs such as virtual learning and family safety and health. 	<ul style="list-style-type: none"> Since sufficient improvement has not been achieved in this objective due to COVID challenges, this school year's goal will be next school year's focus: Share the HSELOF student outcomes with 95% of the parents for their review, shared support, and focus. The HSELOF outcomes has been shared with approx. 60% of parents. Due to the continuation of school and classrooms closures, children and staff safety continues to take priority. 	<ul style="list-style-type: none"> Share the HSELOF student outcomes with 95% of the parents for their review, shared support, and focus.

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-Activities or Action Steps to Meet Objective Above:

- Continuously review and analyze TS Gold data to guide programmatic classroom design and continuous improvement.
- Implement Creative Curriculum or Tools of the Mind professional development and fidelity to its components.
- Implement strategies, and supplemental programs if needed, that support all areas of the School Readiness Plan.
- Observe and rate teacher-child interactions in all classrooms using the district developed growth and performance system known as LEAP (Leading Effective Academic Practice) and pre- post- CLASS observations with feedback data provided to teachers by coaches and trained staff.
- Seek resources to share with families that encourage home support and the concept of families as lifelong teachers.

-Data, Tools, or Methods for Tracking Progress Above:

- TS Gold: All Domains
- CLASS Results
- DGKHS' CCR Parent Survey Results

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Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>1 B. 75% of DPS Head Start teaching staff will exceed requirements for their roles according to school, district, state licensing, and Head Start expectations by developing a professional development plan at the beginning of each school year.</p> <p>And...</p>	<ul style="list-style-type: none"> By Year 5, 75% of all teachers will have exceeded requirements for their role. 	<ul style="list-style-type: none"> 60% of all teachers will exceed requirements for their role. <p>Progress includes PD plans at beginning of SY and continued tuition reimbursement funds to further education.</p>	<ul style="list-style-type: none"> 65% of all teachers will exceed requirements for their role. <p>Approximately 4 teachers have taken advance education courses so far this school year. A larger number of teachers included this in their teacher PD plans at beginning of SY which shifted because of COVID and a delayed start to the school year. Tuition reimbursement funds continue to be offered for teachers who desire to further their education this school year.</p>	<ul style="list-style-type: none"> 70% of all teachers will exceed requirements for their role. <p>1 teacher has taken coursework this school year and applied tuition reimbursement funding. Currently, 60% of teachers exceed requirements.</p>	<ul style="list-style-type: none"> 75% of all teachers will exceed requirements for their role.
<p>100% of paraprofessionals, will meet (within 2 years of a Head Start assignment) requirements for their roles according to school, district, state licensing, and Head Start expectations by developing a professional development plan at the beginning of each school year.</p>	<ul style="list-style-type: none"> By their second year of Head Start assignment, 100% of all paraprofessionals will have met requirements according to district, state 	<ul style="list-style-type: none"> 80% of all paraprofessionals will meet requirements according to district, state licensing, and Head Start expectations. <p>Progress includes PD plans at beginning of</p>	<ul style="list-style-type: none"> 85% of all paraprofessionals will meet requirements according to district, state licensing, and Head Start expectations. <p>3 paraprofessionals</p>	<ul style="list-style-type: none"> 90% of all paraprofessional swill meet requirements according to district, state licensing, and Head Start expectations. <p>There was turnover</p>	<ul style="list-style-type: none"> 100% of all paraprofessionals will meet requirements according to district, state licensing, and Head Start expectations.

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	<p>licensing, and HeadStart expectations.</p>	<p>SY, CDA program, and continued tuition reimbursement funds and incentive to further education.</p>	<p>have taken courses toward meeting this requirement based on plans at beginning of SY. This is lower than expected due to COVID but online courses have permitted its continuation. Tuition reimbursement funds and incentives will continue to be offered for those interested in furthering their education this school year.</p>	<p>in paras during the summer so approx. 80% of them meet requirements. A plan has been established to improve this percentage in the next year. 5 paraprofessionals have taken courses toward meeting this requirement based on plans at beginning of SY. This is lower than expected due to COVID but online courses have permitted its continuation.</p>	
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Establish a system to promote the use of a Head Start Professional Development plan for all teachers (voluntary) and paraprofessionals (required if qualifications have not been met, voluntary otherwise). • Support each school’s professional development goals to support Head Start teacher and para growth. • Continue to participate in the Colorado Quality Rating and Improvement System or PDIS. • Support school leaders by providing input in the evaluation of all employees through DPS employee evaluations systems. • Review Teaching Strategies Gold data, CLASS results, Anecdotal Records, and teacher/paraprofessional development plans three times a year to identify trends and the need for staff training and coaching. • Encourage the use of available Head Start funds dedicated to furthering staff education. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • TS Gold: All Domains • CLASS Results and Coaching • Review of teacher degrees and paraprofessional credentials • LEAP Results • Teacher and Para Professional Development Plans 					

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Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1 C. Provide 100% of classroom staff and parents with resources, tools, and knowledge about best practices in preparation for a successful transition.	<ul style="list-style-type: none"> By Year 5, 100% of our classrooms will have an effective system in place for staff and parents to request and receive resources, tools, and knowledge about best practices in preparation for a successful transition to Kindergarten or the student's second year in Head Start. 	<ul style="list-style-type: none"> 90% of our classrooms will have an effective system in place for staff and parents to request and receive resources, tools, and knowledge about best practices in preparation for a successful transition to Kindergarten or the student's second year in Head Start. <p>Family Liaisons and teachers collaborate to: provide parents a transition backpack; visit Kindergarten classrooms and teachers; and encourage attendance at parent engagement and DPS Head Start parent leadership meetings. A classroom pilot (Bedtime in a Box) will start this year with a focus on</p>	<ul style="list-style-type: none"> 93% of our classrooms will have an effective system in place for staff and parents to request and receive resources, tools, and knowledge about best practices in preparation for a successful transition to Kindergarten or the student's second year in Head Start. <p>As best as possible and allowed due to COVID and its restrictions, the Family Services Team, teachers and members of DGKHS are collaborating to: provide parents a transition backpack; visit Kindergarten classrooms and teachers; and encourage attendance at virtual parent engagement</p>	<ul style="list-style-type: none"> 96% of our classrooms will have an effective system in place for staff and parents to request and receive resources, tools, and knowledge about best practices in preparation for a successful transition to Kindergarten or the student's second year in Head Start. <p>100% of our classrooms have established a process for staff and parents. Due to continued unknowns from COVID and its restrictions, the Family Services Team, teachers and members of DGKHS continue collaborating to: provide parents a transition backpack;</p>	<ul style="list-style-type: none"> 100% of our classrooms will have an effective system in place for staff and parents to request and receive resources, tools, and knowledge about best practices in preparation for a successful transition to Kindergarten or the student's second year in Head Start.

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		<p>healthy encouraging bedtime routines that create sustainable practices throughout preschool and elementary years. If results are favorable, it can be applied programmatically.</p>	<p>and DPS Head Start parent leadership meetings. 100% of classrooms are expected to reach this objective by the end of the school year; although it may look differently than originally planned. Bedtime in a Box has been provided to 100% of the families in our program with a focus on healthy bedtime routines at home that create sustainable practices throughout preschool and the elementary years. If results are favorable, it can be applied programmatically.</p>	<p>visit Kindergarten classrooms and teachers; and encourage attendance at virtual parent engagement and DPS Head Start parent leadership meetings. 100% of classrooms are expected to reach this objective by the end of the school year; although it may look differently than originally planned. Bedtime in a Box has been provided to 100% of the families in our program with a focus on healthy bedtime routines at home that create sustainable practices throughout preschool and the elementary years.</p>	
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- Activities or Action Steps to Meet Objective Above:**
- Frequent communicate between Head Start teachers, kindergarten teachers, and parents to share classroom events, activities, and accomplishments that promote an effective transitional plan.
 - Collaboration with grantee and other delegate agencies to acquire transitional information, resources and supplies for all families.
- Data, Tools, or Methods for Tracking Progress Above:**
- DGKHS' CCR Parent Surveys
 - Family Liaison logs
 - Anecdotal records of teacher and paraprofessional transitional plans

Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services in preparation to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2 A. 100% of the children will receive physical and mental well-being assessments. And...	<ul style="list-style-type: none"> • Through Year 5, 100% of the children will receive timely health, dental, vision, and hearing screenings and referrals, as needed, following the Head Start Performance Standard requirements. 	<ul style="list-style-type: none"> • 100% of the children will receive timely health, dental, vision, and hearing screenings and referrals, as needed, by following the Head Start Performance Standards, DPS expectations, and best practices. <p>A full-time bilingual assistant has been added exclusively to the Health component during the initial months of the school year to secure timely and accurate screenings by both registered nurses. Consideration is being made to separate</p>	<ul style="list-style-type: none"> • 100% of the children will receive timely health, dental, vision, and hearing screenings and referrals, as needed, by following the Head Start Performance Standards, DPS expectations, and best practices. <p>The support of a full-time bilingual assistant has been pivotal in meeting the Health component during the initial months of the school year to secure timely and</p>	<ul style="list-style-type: none"> • 100% of the children will receive timely health, dental, vision, and hearing screenings and referrals, as needed, by following the Head Start Performance Standards, DPS expectations, and best practices. <p>This semester, about 90% of the children have been screened or assessed thus far. The continued support of a full-time bilingual assistant (Office Support II) has been</p>	<ul style="list-style-type: none"> • 100% of the children will receive timely health, dental, vision, and hearing screenings and referrals, as needed, by following the Head Start Performance Standards, DPS expectations, and best practices.

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		<p>Disabilities from Mental Health services by two staff members for increased programmatic support and effectiveness.</p>	<p>accurate screenings by both registered nurses. Approximately 4% of our students have not been completely screened at this point due to numerous challenges including: classroom, school, and district instructional changes from in-person to remote learning due to COVID, vacancy of RN during the beginning three months of the school year from a district hiring freeze, resignation of the RN in January 2021 after being hired in November 2020, and limited access to students and classrooms after health and safety practices were incorporated. This prompted a shift in support by contracting with an RN and two health assistants which has</p>	<p>pivotal in helping to meet the Health content requirements during the initial months of the school year. Students who have not been completely screened at this point is because of challenges beyond our control including: classroom, school, and district instructional changes from in-person to remote learning due to COVID, vacancy of two Certified Nursing Assistants, during the first semester, and limited access to students after health and safety practices in DPS prevented us from entering the classrooms. This prompted a shift in support by temporarily contracting two health assistants.</p>	
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<p>100% of children who require follow-up service will have support plans and systems developed along with family members.</p>	<ul style="list-style-type: none"> Through Year 5, written policies, procedures, and systems will be in place and follow-up for 100% of the children who require follow-up service through a support plan which involves the child’s family. 	<ul style="list-style-type: none"> Systems are in place and follow-up for 100% of the children who require service through a support plan which involves the child’s family. Registered nurses have improved programmatic forms and practices to assertively remind parents to follow-up with any health needs. Teachers, paras and family liaisons are often asked to assist with tactic parent reminders. 	<p>been productive.</p> <ul style="list-style-type: none"> Follow-up for 100% of the children who require service through a support plan which involves the child’s family will be met. <p>Mental Health and Health Coordinators have updated a couple more programmatic Health forms but only 20% of written policies, procedures, and systems have been established. Approximately 70% of children who require follow-up services in Mental Health and Health have been met so far this school year.</p>	<ul style="list-style-type: none"> Follow-up for 100% of the children who require service through a support plan which involves the child’s family will continue. <p>Approximately 85% of children who require follow-up services in Mental Health and Health have been met so far this school year.</p>	<ul style="list-style-type: none"> Follow-up for 100% of the children who require service through a support plan which involves the child’s family will continue.
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-Activities or Action Steps to Meet Objective Above:

- Satisfy Head Start expectations and send results of health screenings home in a timely manner.
- Collaboration between nurses, teachers, paraprofessionals, Family Liaison Specialists (FLS) and other relevant Head Start staff of the children referred for follow-up services.
- Nurses communicate with parents at drop-off and pick-up and place phone calls to parents who are not available for face-to-face meetings; and solicit interpretation services if required.
- Teachers, FLS and paraprofessionals provide additional reminders to parents if needed.
- Problem-solve with parents and staff to identify barriers to acquiring follow-up services and identify individualized solutions to address any barriers.

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-Data, Tools, or Methods for Tracking Progress Above:

- Review overweight and obesity rates
- Examine percent of children enrolled in vs lacking a health insurance provider or a medical home
- Ensure 100 percent of children have received health screenings on the database management system
- Ensure immunizations are up to date and follow-up if needed
- Follow-up with children who are to receive appropriate follow-up care
- TS Gold results: Social Emotional and Physical domains
- Review of Health policies, procedures, and systems

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Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>2 B. 100% of the classrooms will foster a constructive and well-rounded physical/mental health and nutrition environment with supportive daily activities and practices in all DPS HS Classrooms.</p> <p>And...</p>	<ul style="list-style-type: none"> Through Year 5, 100% of the classrooms will have exposure to daily physical activity, emotional support, and healthy hygiene and food. 	<ul style="list-style-type: none"> 100% of the classrooms will have exposure to physical activity, emotional support, and healthy hygiene and food. <p>Progress includes: a classroom supplies' budget to enhance exposure to items that support this learning; PD sessions on the importance of a wholistic approach to ECE; and direct access to DPS Head Start staff who are professionally prepared to assist in these areas.</p>	<ul style="list-style-type: none"> 100% of the classrooms will have exposure to physical activity, emotional support, and healthy hygiene and food. <p>Because of COVID, and with the support of DGKHS, progress in health and safety has been substantial and includes: classrooms cleaning supplies, PPE for students and staff, and focus on individualized emotional needs; PD sessions on the importance of a wholistic approach to health, safety, and well-being; and direct virtual access to DPS Head Start staff who are professionally prepared to assist in these areas.</p>	<ul style="list-style-type: none"> 100% of the classrooms will have exposure to physical activity, emotional support, and healthy hygiene and food. <p>100% of classrooms have reached this goal with support from the reclassified Health and Wellness Supervisor. With ARP & CARES funds, and the support of DGKHS, progress in health and safety has been substantial and includes: classrooms cleaning supplies, PPE for students and staff, and focus on individualized emotional needs; PD sessions on the importance of a wholistic approach to health, safety, and well-being.</p>	<ul style="list-style-type: none"> 100% of the classrooms will have exposure to physical activity, emotional support, and healthy hygiene and food.
<p>100% of the classroom teachers will share daily schedules and expectations with families.</p>	<ul style="list-style-type: none"> By Year 5, 100% of the classrooms will have a 	<ul style="list-style-type: none"> 75% of the classrooms will have a system to share 	<ul style="list-style-type: none"> 85% of the classrooms will have a system to 	<ul style="list-style-type: none"> 95% of the classrooms will have a system to 	<ul style="list-style-type: none"> 100% of the classrooms will have a system to share

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	<p>system to share classroom plans and expectations with families.</p>	<p>classroom plans and expectations with families.</p> <ul style="list-style-type: none"> • Parents, guardians, and older family members are encouraged to visit and participate in quotidian classroom activities. Parent Policy Committee meetings and school parent meetings are designed to provide parents with advocacy and engagement information. 	<p>share classroom plans and expectations with families.</p> <p>Parents, guardians, and adult family members are encouraged to stay informed about quotidian classroom activities. Parent Policy Committee meetings and school parent meetings are designed to provide parents with advocacy and engagement information. This school year presented many challenges to families and classrooms because of scheduling changes. However, we continue exploring this effort by incorporating the use of virtual cameras that allow real-time home connections with the classroom, as well as staff observations.</p>	<p>share classroom plans and expectations with families.</p> <p>100% of classrooms have reached this goal. Parents, guardians, and adult family members are encouraged to stay informed about quotidian classroom activities. The last two school years have presented many challenges to families and classrooms. However, they have also presented innovative opportunities to connect.</p>	<p>classroom plans and expectations with families.</p>
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-Activities or Action Steps to Meet Objective Above:

- Teachers will develop and display daily schedules and plan lessons by following district, state licensing, and Head Start requirements for family-style meals and daily exercise.
- Parent meetings will include health and nutrition training sessions for the benefit of the family's lifelong well-being; interpretation services provided if required.

-Data, Tools, or Methods for Tracking Progress Above:

- TS Gold results: Social Emotional and Physical domains
- Classroom schedules will be posted in classrooms and shared as a hardcopy and/or electronic copy with families with appropriate time for breakfast, lunch, snacks and physical activities
- Educational coordinator will review schedules with teachers to ensure compliance with school, district, state licensing, and Head Start expectations

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Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>2 C. Monthly (9 school months) reporting and feedback will occur between nurses and members of the DPSHS management staff and grantee staff for support and collaboration in health and wellness for all families.</p>	<ul style="list-style-type: none"> By Year 5, monthly (9 months) reporting and feedback systems will be established between nurses and members of the management and grantee staff. 	<ul style="list-style-type: none"> A total of 9 monthly reports, collaboration sessions, and feedback sessions will occur. <p>Health and wellness updates were provided at each monthly Mini-Focus for the DPS HS management team’s collective knowledge and support planning.</p>	<ul style="list-style-type: none"> A total of 9 monthly reports, collaboration sessions, and feedback sessions will occur. <p>Health and wellness updates have been provided at many monthly Mini-Focus meetings for the DPS HS management team’s collective knowledge and support planning, despite cancelations due to COVID. All reports and continued collaboration with the city DGKHS have been submitted and taken place thus far this school year.</p>	<ul style="list-style-type: none"> A total of 9 monthly reports, collaboration sessions, and feedback sessions will occur. <p>No Health and wellness updates have been provided at many monthly Mini-Focus meetings so far this school year. This is due in large part to the vacant health assistant positions. The reclassified Health and Wellness Supervisor is in process to hire the 2 CNAs and establish new a procedure with her health team.</p>	<ul style="list-style-type: none"> A total of 9 monthly reports, collaboration sessions, and feedback sessions will occur.
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Monthly Mini-Focus Meetings with DPS Head Start Management Staff. Leverage vendor contracts to provide resources for health and nutrition support. Send individual results of each health screening to family in a timely manner. Inform teachers, Family Liaison Specialist (FLS) and other relevant Head Start staff of the children referred for follow-up services. Problem-solve with parents and staff to identify barriers to acquiring follow-up services and identify solutions to address any barrier. Utilize additional social emotional supports as needed. 					

EXHIBIT A



- Data, Tools, or Methods for Tracking Progress Above:**
- Review overweight and obesity rates
 - Examine percent of children enrolled in vs lacking a health insurance provider or a medical home
 - Ensure 100 percent of children have received health screenings
 - Ensure immunizations are up to date and follow-up if needed
 - Follow-up with children who are to receive appropriate follow-up care and provide parent training sessions; language interpretation if required
 - TS Gold results: Social Emotional and Physical domains
 - Database management system

EXHIBIT A



Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills through engagement as their children’s first teacher to ensure children are ready to succeed in school.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>3 A. Fulfillment of at least 80% of family goals through classroom tracking by Liaisons/teachers and collective support.</p>	<ul style="list-style-type: none"> By Year 5, at least 80% of all families will meet the goals in their family partnership agreements before the end of the school year. 	<ul style="list-style-type: none"> At least 60% of all families will meet goals in their family partnership agreements before the end of the school year. <i>Progress is being made by concentrating efforts with families who refuse to complete their Family Partnership Agreements in a supportive, nonjudgmental, and compassionate approach.</i> 	<ul style="list-style-type: none"> At least 80% of all families will meet goals in their family partnership agreements before the end of the school year. <i>Many families have attended our agency’s Parent Policy Committee meetings and a large turnout has been attending virtual Parent Engagement meetings. Both have been unbelievably valuable to families and staff. The first part of this school year presented challenges with progress toward efforts with families who refuse to complete their Family Partnership Agreements in a supportive, nonjudgmental, and compassionate approach. Since</i> 	<ul style="list-style-type: none"> At least 80% of all families will meet goals in their family partnership agreements before the end of the school year. <i>It is estimated that 75% of families have currently met this objective. Parent Policy Committee meeting participation has been highly engaging and parent officers are extremely energetic. Virtual Parent Engagement meetings have had exceptional attendance.</i> 	<ul style="list-style-type: none"> At least 80% of all families will meet goals in their family partnership agreements before the end of the school year.

EXHIBIT A



			<p>COVID cases and health practices are improving, much progress has been made in the second semester.</p>		
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-Activities or Action Steps to Meet Objective Above:

- Provide HS parents with educational and leadership development opportunities.
- Development of Family Partnership Agreement.
- Strategies vary from site to site but may include:
 - Beginning Family Partnership Agreement (FPA) discussions at enrollment.
 - Utilizing the family self-assessment tool to support families in identifying goal areas.
 - Scheduling time for Family Liaison Specialists (FLS) to meet with parents about FPA goals during Parent/Teacher conferences.
 - Follow-up with each family during the school year to review FPA goals.

-Data, Tools, or Methods for Tracking Progress Above:

- % of families who have completed plan goals including but not limited to:
 - GED completion
 - ESL participation
 - Employment
 - Retention
- % of families who have made progress on goals including but not limited to:
 - GED participation
 - Received Employment Resources
 - Parent meeting attendance
- Inquiry with families who refuse to start or complete their FPA goals
- Database management system

EXHIBIT A



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 B. Provide 100% of DPS HS parents with resources, increased understanding, and tools necessary to advocate, support and provide their own children with the necessary skills to enter kindergarten prepared at or above grade level.	<ul style="list-style-type: none"> By Year 5, 100% of the children and families will be well-prepared for a successful transition to Kindergarten by identifying their needs and opportunities for growth. 	<ul style="list-style-type: none"> 75% of the children and families will be well-prepared for a successful transition to Kindergarten by identifying their needs and opportunities for growth. <p>Improvements are being made by sharing relevant strategies and practices with parents through school parent meetings, Parent Policy Committee meetings, or individualized parent teacher conferences and home visits. Parents & staff are routinely encouraged to use their Five-by-five card to visit cultural venues and increase their exposure to community resources that increase learning and child development. A focus has been placed on securing cultural venues to hold staff</p>	<ul style="list-style-type: none"> 85% of the children and families will be well-prepared for a successful transition to Kindergarten by identifying their needs and opportunities for growth. <p>As permitted with challenges from COVID, improvements have been made by sharing relevant strategies and practices with parents through school parent engagement meetings, Parent Policy Committee meetings, or individualized parent teacher conferences and home visits. Parents & staff are routinely encouraged to use their Five-by-five card to visit available cultural venues and increase their exposure to</p>	<ul style="list-style-type: none"> 95% of the children and families will be well-prepared for a successful transition to Kindergarten by identifying their needs and opportunities for growth. <p>Progress is eminent toward 100% of families receiving the information, support, and resources needed for school readiness. Improvements continue by sharing relevant strategies and practices with parents through school parent engagement meetings, individualized parent teacher conferences, home visits, and tools such as Bedtime in a Box and Learning in a Box. Parents & staff are routinely encouraged to use their Five-by-five card to visit available cultural</p>	<ul style="list-style-type: none"> 100% of the children and families will be well-prepared for a successful transition to Kindergarten by identifying their needs and opportunities for growth.

EXHIBIT A



		professional development sessions.	community resources that increase learning and child development.	venues and increase their exposure to community resources that increase learning and child development.	
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Provide HS parents with educational and leadership development opportunities. • Develop Family Partnership Agreement. • Strategies for ensuring effective transitions to kindergarten may include: <ul style="list-style-type: none"> ○ Inviting Kindergarten teachers to parent meetings. ○ Partnering with Kindergarten teachers to develop a summer activity packet for families. ○ Providing transition materials to families to help them sustain learning over the summer months. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • TS Gold Data • Distribution of transition kit materials • Incorporating proper bedtime routines • DGKHS' CCR parent survey results 					

EXHIBIT A



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 C. Provide parents with genuinely welcoming experiences for family interaction, engagement, participation, leadership and self-advocacy through increased attendance, positive feedback, and knowledge of the program to increase parent participation to at least 90% in classroom, school, or parent policy events.	<ul style="list-style-type: none"> By Year 5, 90% of families will consistently engage in Head Start opportunities at their respective school, classroom and/or parent policy events. 	<ul style="list-style-type: none"> 65% of the families will consistently engage in Head Start opportunities in their respective classroom, school, or Parent Policy Committee. <p>Progress is evident through a genuine nonjudgmental interest in assisting families with their specific needs and development plans. Family participation and usage of the Five-by-Five program is encouraged by DPS HSstaff. Parent feedback is valued through surveys and anecdotal records.</p>	<ul style="list-style-type: none"> 75% of the families will consistently engage in Head Start opportunities in their respective classroom, school, or Parent Policy Committee. <p>Progress has been challenging this school year because of the limited electronic resources and time to connect with school staff. However, we continue to increase this percentage during the second part of the school year and into next school year. Parent feedback is valued through surveys and anecdotal records.</p>	<ul style="list-style-type: none"> At least 85% of the families will consistently engage in Head Start opportunities in their respective classroom, school, or Parent Policy Committee. <p>Approx. 85% of parents have participated in the school parent groups. Participants in the Parent Policy Committee have been very active and shown exceptional interest in providing family services, resources, and tools. Virtual monthly parent meetings have been successful with many parents. Teachers have been able to meet with most of their parents during conferences and home visits.</p>	<ul style="list-style-type: none"> At least 90% of the families will consistently engage in Head Start opportunities in their respective classroom, school, or Parent Policy Committee.

EXHIBIT A



-Activities or Action Steps to Meet Objective Above:

- Provide HS parents with educational and leadership development opportunities.
- Strategies for consistent engagement of families in Head Start may include:
 - Encouraging teacher involvement in parent meetings.
 - Shifting language used by staff from parent “meetings” to parent “events” and/or “workshops”.
 - Continuing to redefine and freshen the format, agenda, and marketing for parent events and workshops.

-Data, Tools, or Methods for Tracking Progress Above:

- Parent sign-in forms, surveys and feedback
- Feedback to liaisons from parents
- DGKHS’ CCR parent survey results

EXHIBIT A



Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 A. 100% of children with IEPs will improve school readiness through a partnership between staff and family members.	<ul style="list-style-type: none"> Through Year 5, 100% of children with an IEP will receive improved school readiness preparation through a partnership between staff and family members by the end of the school year. 	<ul style="list-style-type: none"> 100% of children with an IEP will receive improved school readiness preparation through a partnership between staff and family members. Fulfillment is evident in the IEP meetings that are scheduled during the school year and support by the Disabilities and Mental Health Coordinator. When needed, teachers reach out for guidance on how to collaborate with parents and increase school readiness practices in the classroom and home. 	<ul style="list-style-type: none"> 100% of children with an IEP will receive improved school readiness preparation through a partnership between staff and family members. Although challenging because of limited face-to-face interaction with students and families, fulfillment is evident in the IEP meetings that have been scheduled during the school year and support by both the Disabilities and Mental Health Coordinator and the Special Education Department. Many meetings and services have taken place virtually, and emphasis has been placed on being 	<ul style="list-style-type: none"> 100% of children with an IEP will receive improved school readiness preparation through a partnership between staff and family members. 100% of identified children with an IEP have received services and formed a partnership between classroom staff and home family members. There are currently about 3 children in the IEP process. 	<ul style="list-style-type: none"> 100% of children with an IEP will receive improved school readiness preparation through a partnership between staff and family members.

EXHIBIT A



			complaint with IEP requirements.		
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none">• Provide guidance to staff and family members on inclusive learning environments.• Ensure teachers and family members have access to and understanding of IEP goals, accommodations, and services for children with disabilities so that this information can be included in classroom planning and home support efforts.• Maintain up-to-date tracking of children in the referral process.					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none">• TS Gold Growth• IEPs• Parent surveys and feedback• Enrich• Database management system					

EXHIBIT A



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 B. 100% of parents with children who have an IEP will participate and receive their child’s re-evaluation and updated plans as required by the state during progress reports.	<ul style="list-style-type: none"> Through Year 5, 100% of parents with children who have an IEP will participate and receive their child’s re-evaluation and updated plans as required by the state during progress reports. 	<ul style="list-style-type: none"> 100% of parents with children who have an IEP will participate and receive their child’s re-evaluation and updated plans as required by the state during progress reports. <p>Systemic and teachers’ reminders to parents have been presented to ensure each family participates and receives their child’s plan.</p>	<ul style="list-style-type: none"> 100% of parents with children who have an IEP will participate and receive their child’s re-evaluation and updated plans as required by the state during progress reports. <p>Systemic and teachers’ reminders have been presented to ensure each family participates virtually and receives their child’s plan.</p>	<ul style="list-style-type: none"> 100% of parents with children who have an IEP will participate and receive their child’s re-evaluation and updated plans as required by the state during progress reports. <p>Thus far, 100% achievement with this objective.</p>	<ul style="list-style-type: none"> 100% of parents with children who have an IEP will participate and receive their child’s re-evaluation and updated plans as required by the state during progress reports.
-Activities or Action Steps to Meet Objective Above:					
<ul style="list-style-type: none"> Maintain up-to-date tracking of children in the referral process. Maintain a schedule in calendar and/or shared folder and monthly reports to DPSHS management staff knowledge and support. Continuous communication and teamwork with DPS Special Ed. Staff and teachers. 					
-Data, Tools, or Methods for Tracking Progress Above:					
<ul style="list-style-type: none"> Meeting timeline for evaluations Parent surveys and feedback Database management system 					

EXHIBIT A



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 C. 100% of children with IEPs will have successful individualized transitions to Kindergarten based on parent satisfaction feedback.	<ul style="list-style-type: none"> Through Year 5, 100% of parents of children with IEPs will succeed in having their child successfully transitioned to Kindergarten through individualized focus and support from teachers, paras, Special Ed. support staff, and the Disabilities Coordinator. 	<ul style="list-style-type: none"> 100% of parents of children with IEPs will succeed in having their child successfully transitioned to Kindergarten through individualized focus and support from teachers, paras, Special Ed. support staff, and the Disabilities Coordinator. <p>Progress has been made by reviewing parent surveys and student progress conversations during both management and individual staff meetings. Family liaisons, teachers and Disabilities coordinator are in frequent communication to discuss best approaches to support a child with an IEP and her/his family</p>	<ul style="list-style-type: none"> 100% of parents of children with IEPs will succeed in having their child successfully transition to Kindergarten through individualized focus and support from teachers, paras, Special Ed. support staff, and the Disabilities Coordinator. <p>We have not been able to review parent surveys nor coordinate student progress conversations with parents and staff. However, Individualization meetings have taken place and discussions about best approaches to support each child with an IEP and her/his family have</p>	<ul style="list-style-type: none"> 100% of parents of children with IEPs will succeed in having their child successfully transitioned to Kindergarten through individualized focus and support from teachers, paras, Special Ed. support staff, and the Education and Disabilities Specialist. <p>Parent records indicate that all students with an IEP are on their way to transition successfully to Kindergarten at the end of this school year. Most Individualization meetings have taken place and discussions about best approaches to support each</p>	<ul style="list-style-type: none"> 100% of parents of children with IEPs will succeed in having their child successfully transitioned to Kindergarten through individualized focus and support from teachers, paras, Special Ed. support staff, and the Disabilities Coordinator.

EXHIBIT A



			<p>been established. Management has confirmed that all children with an IEP have received their services.</p>	<p>child with an IEP and her/his family have been established.</p>	
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Provide individualized and appropriate transition materials to families of children with disabilities. • Update staff during classroom Individualization meetings and Focus group meetings as needed. • Continuous communication and teamwork with DPS Special Ed. Staff and teachers. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • TS Gold Growth • IEPs continuously reviewed and transitioned to Kindergarten • Examine retention rates for children with IEPs • Parent surveys and feedback • Database management system 					

EXHIBIT A



Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family, and community engagement across all levels of Head Start programming.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>5 A. Monthly (9 months) reporting through effective, efficient, clear, timely and accessible operational and financial administration.</p> <p>And...</p>	<ul style="list-style-type: none"> By Year 5, all 9 months will be reported through effective, efficient, clear, timely and accessible operational and financial administration as needed or requested by grantee, board and/or Parent Policy Committee. 	<ul style="list-style-type: none"> Monthly reports will be provided through effective, efficient, clear, timely and accessible operational and financial administration. <p>Emphasis has been placed on establishing a full-time budget analyst who can continue to coordinate and meet financial administration requirements. Systems have been enhanced to ensure effective purchasing, approval and monitoring of all component funds.</p>	<ul style="list-style-type: none"> Monthly reports will be provided through effective, efficient, clear, timely and accessible operational and financial administration. <p>Due to a smaller number of increased slots than expected, we were unable to secure a full-time budget analyst. However, we have effectively continued to coordinate and meet financial administration requirements. Programmatic systems are in the process of being enhanced to ensure speedy purchasing and approvals. Monitoring of all content area and programmatic funds & expenses</p>	<ul style="list-style-type: none"> Monthly reports will be provided through effective, efficient, clear, timely and accessible operational and financial administration. <p>We have provided 100% of monthly financial reports. We have met all financial administration requirements. Programmatic system enhancements continue to be in process to ensure speedy purchasing and approval practices. Monitoring of all content area and programmatic funds & expenses continues to meet strict district and Head Start compliance</p>	<ul style="list-style-type: none"> Monthly reports will be provided through effective, efficient, clear, timely and accessible operational and financial administration.

EXHIBIT A



<p>At least 3 consistent parent council representatives each year.</p>	<ul style="list-style-type: none"> By Year 5, 3 consistent parent reps will represent DPS HS at council meetings. 	<ul style="list-style-type: none"> 3 consistent parent council reps will represent DPS HS. Progress has been made by ensuring timely substitutions when one of the two parent reps or two parent alternates cannot longer participate in council meetings. The current committee officers have expressed interest in supporting this goal by attending council meetings when reps and alternates are not available. 	<p>continues to meet strict district and Head Start compliance requirements.</p> <ul style="list-style-type: none"> 3 consistent parent council reps will represent DPS HS. <p>Parent interest in Parent Policy Committee and Council has been reduced this year due to the challenges COVID has presented. We have secured two parent council representatives, and progress has been made this school year to ensure timely substitutions when one of the two parent reps can no longer participate in council meetings.</p>	<p>requirements.</p> <ul style="list-style-type: none"> 2 consistent parent council reps will represent DPS HS. <p>100% in compliance. Since the beginning of this 5-year grant cycle, the number of required parent representatives from delegates has decreased from 3 to 2.</p>	<ul style="list-style-type: none"> 2 consistent parent council reps will represent DPSHS.
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Activities or Action Steps to Meet Objective Above:

- Review financial projections and variance reports at DPS Head Start Focus Team meetings and Parent Policy Committee officers' meetings.
- Ensure compliance of policy and procedures defined by the School District to achieve transparency and streamlined systems.
- Meet deadlines and special financial reporting requests by grantee, school district, community or parent group/representative in a timely manner.
- Provide TS Gold and database management system access to grantee and school district leadership.

EXHIBIT A



-Data, Tools, or Methods for Tracking Progress Above:

- Correct any audit findings
- Determine and report financial projections
- Percent of administrative costs (not to exceed 15 percent)
- Surveys and feedback from staff and parents
- Variance Report
- Spending all funds in appropriate categories

EXHIBIT A



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5 B. 100% expenses of Parent Policy Committee funds will include parent authorization through a quorum vote and majority approval by officers and/or committee members.	<ul style="list-style-type: none"> Through Year 5, 100% expenses of Parent Policy Committee funds will include parent authorization through a quorum vote and majority approval by officers and/or committee members. 	<ul style="list-style-type: none"> Through Year 5, 100% expenses of Parent Policy Committee funds will include parent authorization through a quorum vote and majority approval by officers and/or committee members. <p>Compliance has been shown during parent policy committee or officers' meetings when discussions of matters such as Self-Assessment, Program Application, program expansion, and central staff hiring have taken place.</p>	<ul style="list-style-type: none"> Through Year 5, 100% expenses of Parent Policy Committee funds will include parent authorization through a quorum vote and majority approval by officers and/or committee members. <p>This objective has been met during parent policy committee or officers' meetings through discussions of financial matters such as PPC vacanciesavings programmatic investments due to lack of in-person meetings because of COVID. Lunch and mileage reimbursements are generally provided during PPC and Officers' planning meetings. Parents are in the process of</p>	<ul style="list-style-type: none"> Through Year 5, 100% expenses of Parent Policy Committee funds will include parent authorization through a quorum vote and majority approval by officers and/or committee members. <p>100% of this objective has been met thus far this school year.</p>	<ul style="list-style-type: none"> Through Year 5, 100% expenses of Parent Policy Committee funds will include parent authorization through a quorum vote and majority approval by officers and/or committee members.

EXHIBIT A



			<p>determining the best use of funds for allowable expenses during the second half of the school year.</p>		
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Consider data analysis (TS Gold, Self-assessment, Community Assessment, LEAP results) that guides programmatic design and financial investments. • Policy advocacy for school readiness and early childhood education. • Identify unfunded needs by reviewing data and gathering information from parents and staff. • Operational decisions will solicit grantee’s feedback as well as consideration of community assessments, self-assessments, city data, and community resources. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Audit findings • Financial projections • Surveys and feedback from staff and parents • Spending all funds in appropriate categories • TS Gold, CLASS, and school readiness data-driven decisions 					

EXHIBIT A



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5 C. 100% of the meetings regarding finances and operations will be productive and professional through anecdotal records and/or spreadsheets, with time devoted for feedback and questions by staff and parents.	<ul style="list-style-type: none"> Through Year 5, 100% of the meetings regarding finances and operations will be productive and professional. 	<ul style="list-style-type: none"> 100% of the meetings regarding finances and operations will continue to be held in a manner that is productive and professional. Monthly officers' meetings are established to meet this goal. Except for August and December when no parent meeting is scheduled, the program director shares funds with parents during meetings in a formal yet supportive manner. 	<ul style="list-style-type: none"> 100% of the meetings regarding finances and operations will continue to be held in a manner that is productive and professional. Monthly officers' virtual meetings are established to meet this goal. The program director shares funding details with parents during officer meetings in a formal yet supportive manner. However, time restraints during COVID have made this practice difficult. Officers receive updates but we hope to return to regular in-person updates during the second half of the school year. 	<ul style="list-style-type: none"> 100% of the meetings regarding finances and operations will continue to be held in a manner that is productive and professional. 100% in compliance. Monthly officers' virtual meetings have been established to meet this objective. 	<ul style="list-style-type: none"> 100% of the meetings regarding finances and operations will continue to be held in a manner that is productive and professional.

EXHIBIT A



-Activities or Action Steps to Meet Objective Above:

- Identify unfunded needs by reviewing data and gathering information from parents and staff.
- Courtesy and respect will be mutually displayed in matters or meetings involving finances, operations or any other related topic.
- Agendas, expectations and reports during meetings provide clarity and efficiency.
- Translation into parents' preferred language if needed.

-Data, Tools, or Methods for Tracking Progress Above:

- Staff and parent feedback
- Established or presumed meetings expectations
- Common courtesy, professional and civil practices
- Documenting counterproductive behavior

EXHIBIT A



2. Alignment of School Readiness Goals with HSELOF

There have been no major updates or changes to child assessments, curricula, or staff-child interaction observation tools and their alignment with the HSELOF.

Chart 1: Alignment of the Central Domains from HSELOF to TS Gold, K-12 Standards, Common Core Standards, the Colorado Academic Standards, CLASS, and ECERS

COMPARISON OF STANDARDS for Denver Public Schools						
INDIVIDUAL CHILD ASSESSMENTS					CLASSROOM ASSESSMENTS	
HS Early Learning Outcomes Framework Birth to 5 (HSELOF) Central Domains	Preschool Domains	Common Core	CO Academic Standards	DPS Head Start Child Assessment Teaching Strategies Gold	CLASS DPS LEAP Framework*	ECERS
Social & Emotional Development	Social & Emotional Development		Social Studies	Social-Emotional #1-3 Social Studies #31	Emotional Support	Interactions
Approaches to Learning	Approaches to Learning			Social Emotional #1 Cognitive #11, 12, 13	Instructional Support	Activities
			Drama and Theater Arts	Cognitive #11,13,14		Activities
Language and Literacy	Preschool Domain Language and Communication	English Language Arts	Reading, Writing and Communicating	Language #8-10		Language & Reasoning
	Preschool Domain Literacy	English Language Arts	Reading, Writing and Communicating	Literacy #15-19		Activities
Cognition	Preschool Domain Mathematics Development	Mathematics	Mathematics	Cognitive #13 Mathematics # 20-23		Activities
	Preschool Domain Scientific Reasoning		Science	Science #24-28		Activities
Perceptual, Motor, and Physical Development	Perceptual, Motor, and Physical Development		Physical Education Dance	Social Emotional #1,2 Physical Development and Health # 4-7 Language #9 Math # 21 The Arts #35	Personal Care Routines	

3. Development of Program Goals

There have been no changes to the development of programmatic goals.



Sub-Section B. Service Delivery

1. Service and Recruitment Area

There have been no changes to the service areas except for the relocation of two classrooms within the same region. In far Northeast Denver, 34 slots will be relocated from John H. Amesse Elementary school to neighboring McGlone Academy. This is due in large part to cultural school challenges that John H. Amesse has had at their school site, reputational challenges with their community, and the school leadership's unwillingness to accept 3-yr-old children from qualifying families. McGlone Academy is a 5-minute drive (1.4 miles) from John H. Amesse and serves a similar demographic population as identified by the Community Assessment and feedback from the McGlones's leadership.

22 Denver Public Schools Head Start classrooms have been strategically located in 10 DPS schools (Figure 1) with communities that have high needs as indicated on the Child Well-Being map (Figure 2) with the most limited opportunities for families, per the 2021 Denver Great Kids Head Start Community Assessment. When compared with Figure 2, Figure 1 can associate each school's service area with communities that have the highest Limited Opportunity regions of the city; or areas with the darker shades on Figure 2 map.

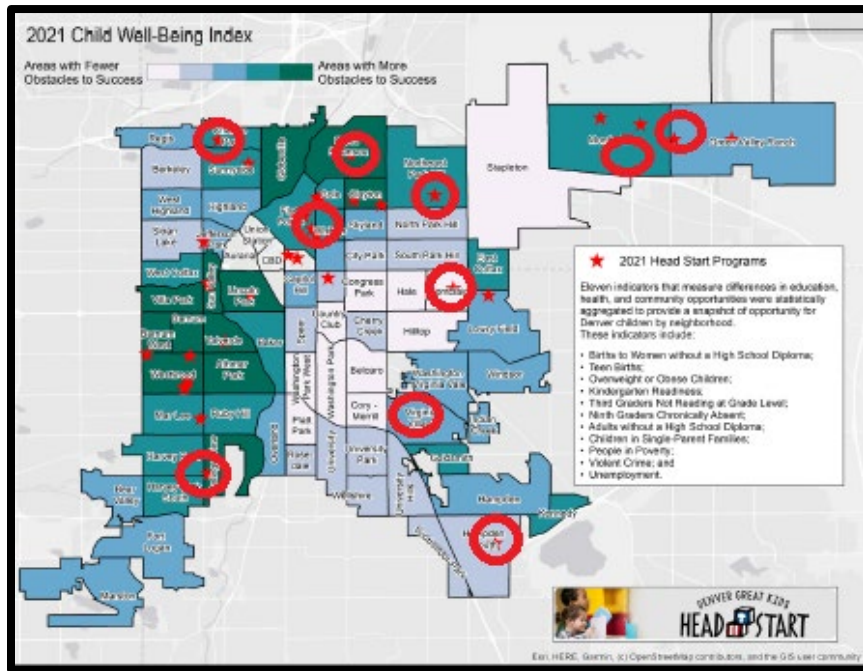
EXHIBIT A



Figure 1: Ten Denver Public Schools with Head Start classrooms circled in red



Figure 2: 2021 Denver Child Well-Being Index and DGKHS Program Locations, with Ten DPS Schools with Head Start classrooms circled in red



The indicators that establish the regions of Denver with Limited to Abundant Opportunities include: Births to Women without a High School Diploma; Teen Births; Overweight or Obese Children; Kindergarteners NOT Reading at Grade Level; Third Graders NOT

EXHIBIT A



Reading at Grade Level; Ninth Graders Chronically Absent; Adults without a High School Diploma; Children in Single-Parent Families; Child Poverty; Violent Crime; and Unemployment.

As stated in the 2021 Community Assessment (p 7), “Using the poverty measure alone to determine advantage and disadvantage by place is inadequate. Rather, it is the culmination of factors together that present significant challenges to children and families. The child with fewer obstacles to overcome in everyday experiences is likely to have more opportunities for both academic and life success.”

It has been established and approved that 34 slots currently located at John H. Amesse Elementary School, will be transitioned to McGlone Academy in the far Northeast. McGlone serves similar rental units and neighborhoods that would benefit from Head Start services and the school has enough existing ECE classrooms for both Head Start eligible and non-eligible students. The school’s leadership has advocated for Head Start services and teaching staff are excited about our collaboration starting in the 2022-2023 school year. Planning progress has been made by meeting with the principal and staff in preparation for next school year.

2. Needs of Children and Families

There have been no major updates or changes to meeting the specific needs of children and families who qualify for Head Start services in Denver Public Schools.

The following data charts and maps inform and reaffirm our program’s design, direction, and focus. They are taken from the 2021 DGKHS Community Assessment which states the following on p. 8, “Early Head Start and Head Start grantees collectively served approximately 31 percent of the eligible population in 2019 (Figure 3). The need for service is far greater than Head Start resources alone can meet. Other programs that serve these and other eligible children include the Colorado Child Care Assistance Program, the Colorado Preschool Program,

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the Denver Preschool Program, and Denver Public Schools early childhood programs.” (Figures 3-16).

Figure 3: Early Head Start and Head Start Program Enrollment vs. Estimated Need in Denver

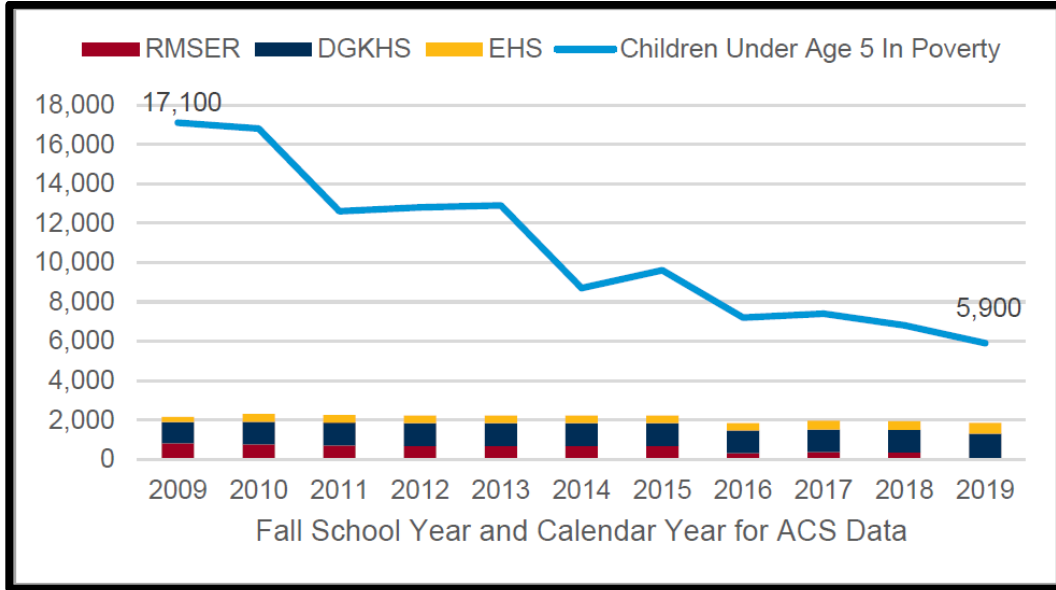


Figure 4: Children Age Four and Younger in Poverty

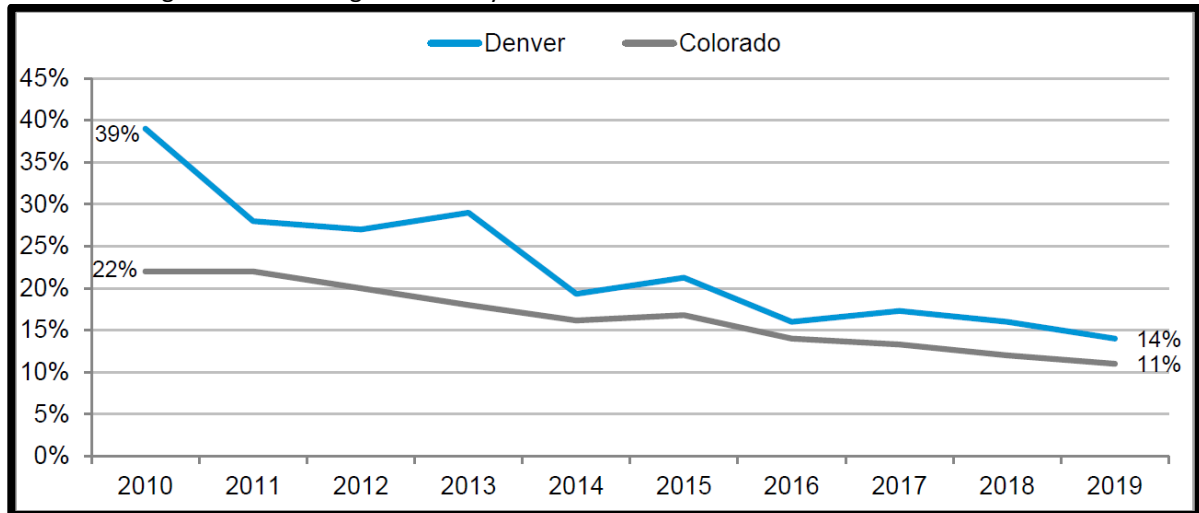


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Figure 5: Map of Asian Population

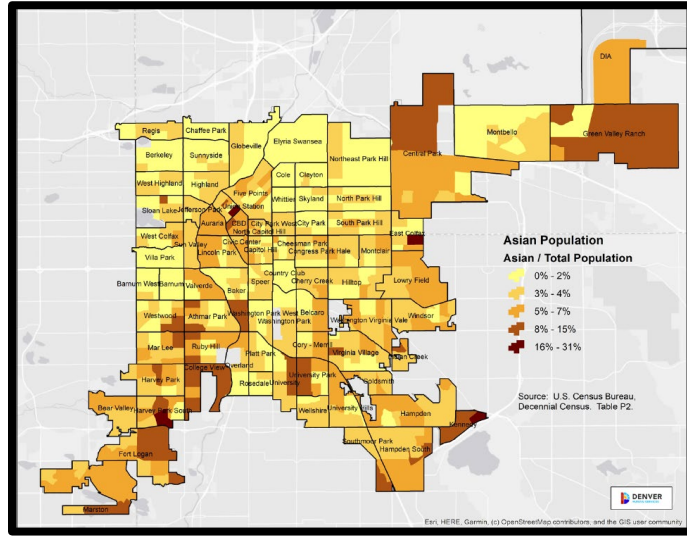


Figure 6: Map of Black Population

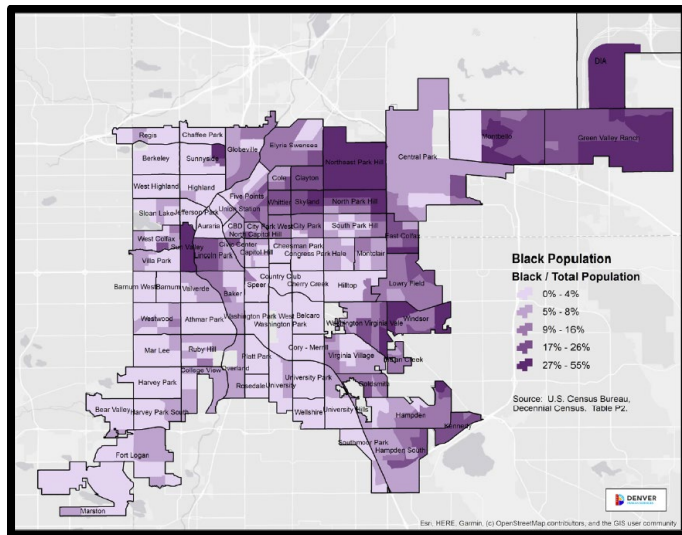


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Figure 7: Map of Hispanic Population

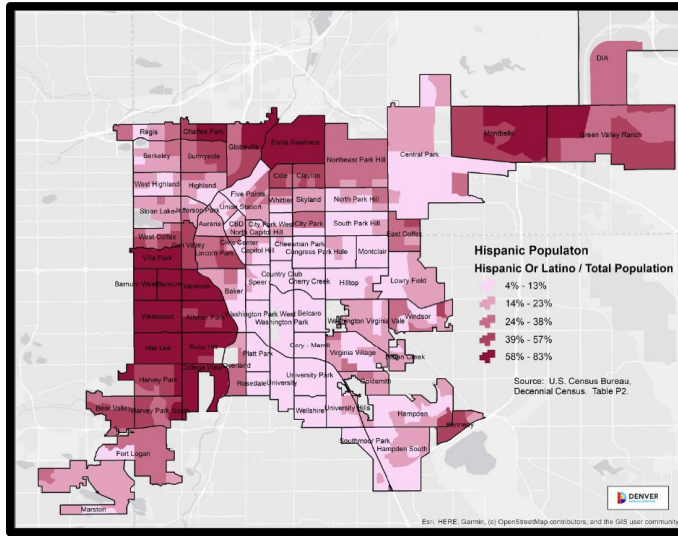


Figure 8: Map of Non-Hispanic White Population

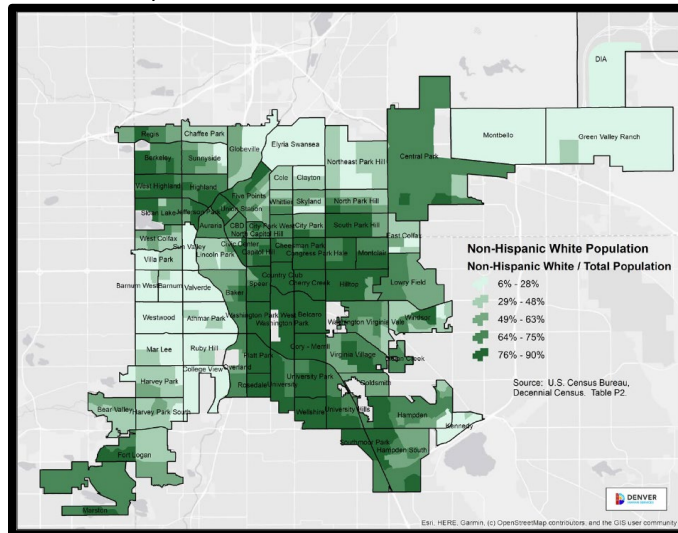


Figure 9: Children under Age Six

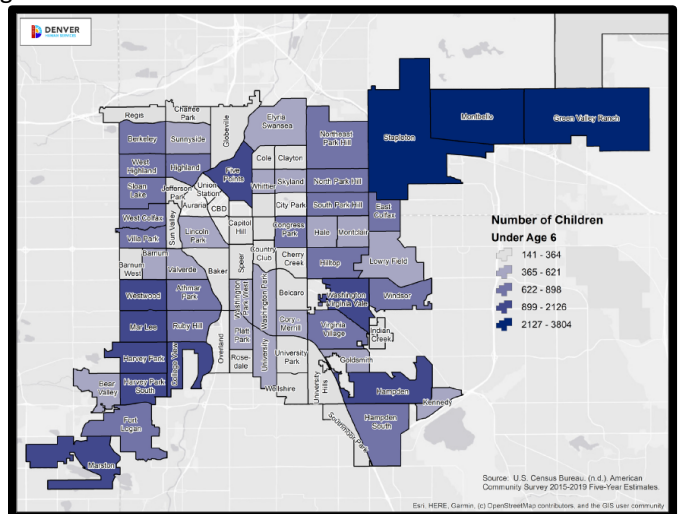


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Figure 10: According to the U.S. Census Bureau, 35,000 children, or 37 percent, ages 5-17 spoke a language other than English at home in 2019

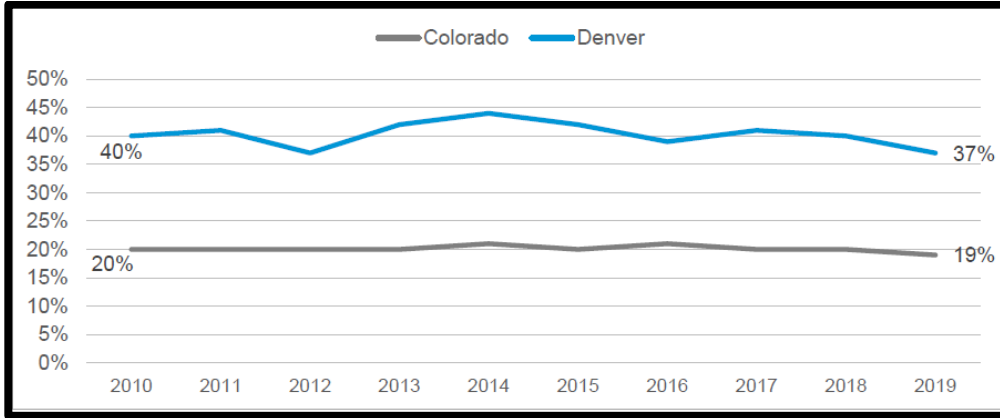


Figure 11: Children under 18 in Out-of-Home Placement

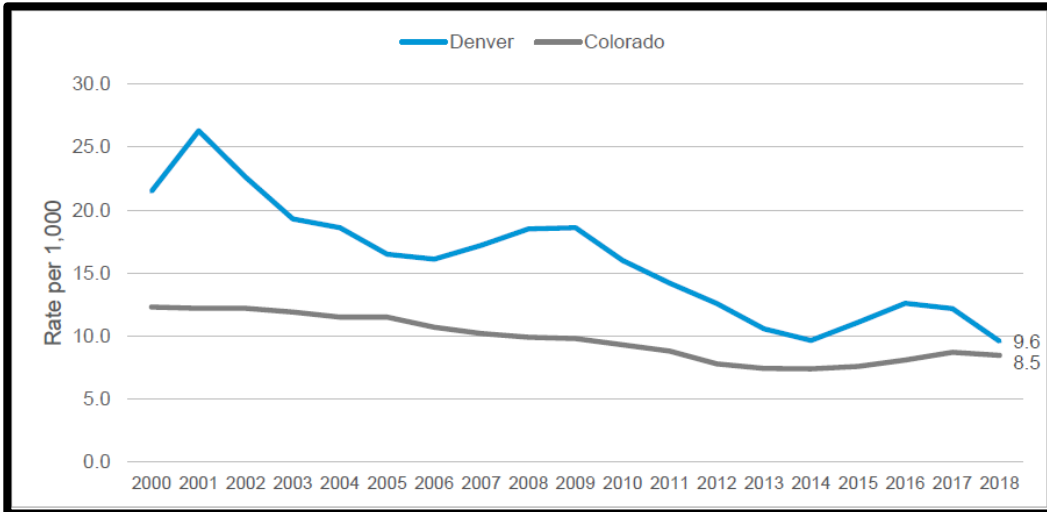


Figure 12: Food Insecurity Rate in Denver

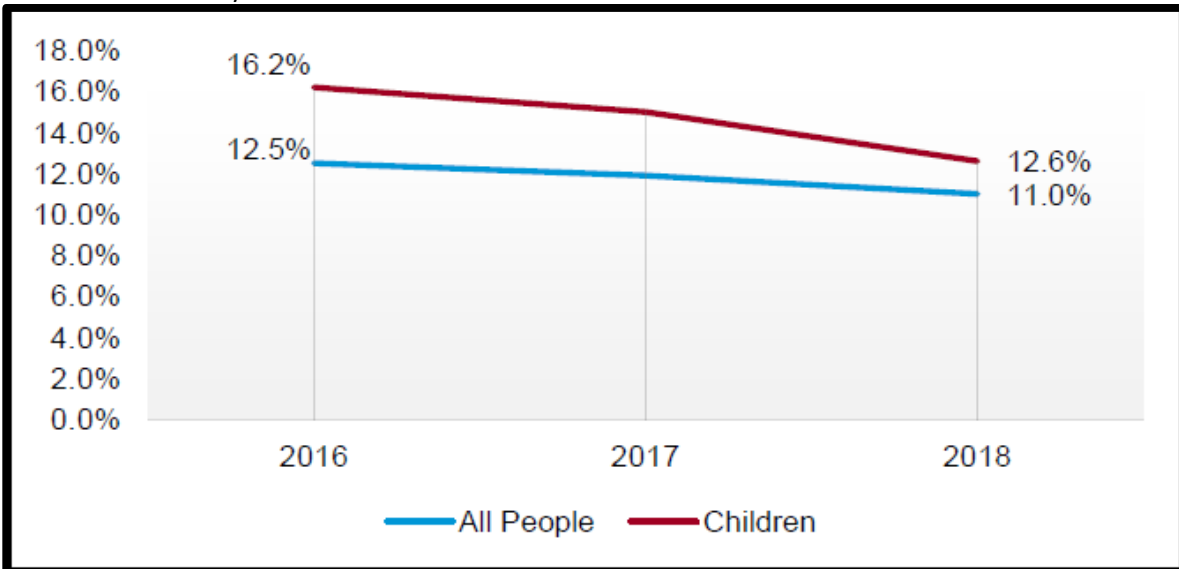


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Figure 13: Areas of Limited Food Access

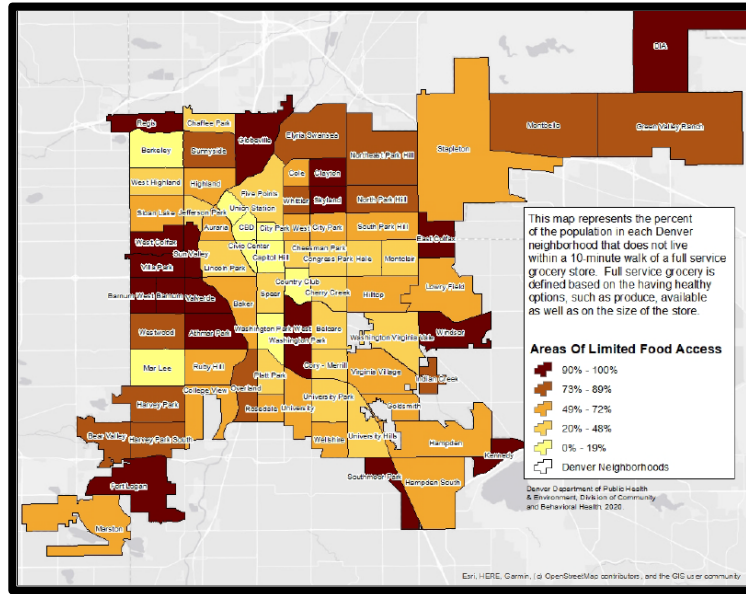


Figure 14: Map of Children in Poverty in Denver

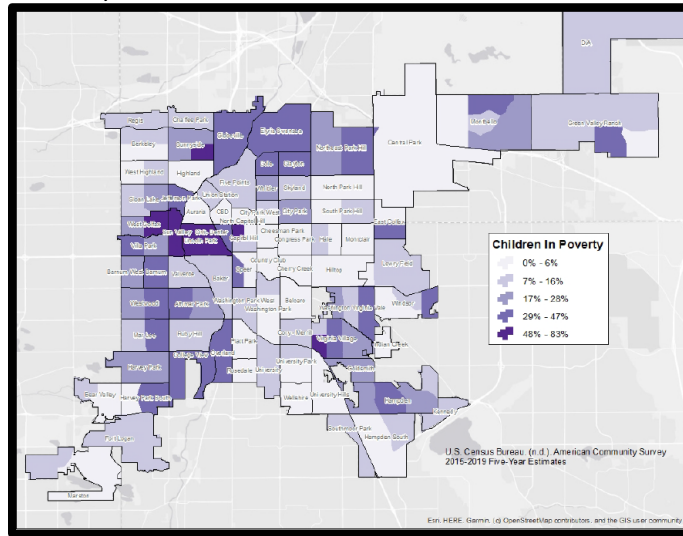


Figure 15: Children Living in Single-Parent Families

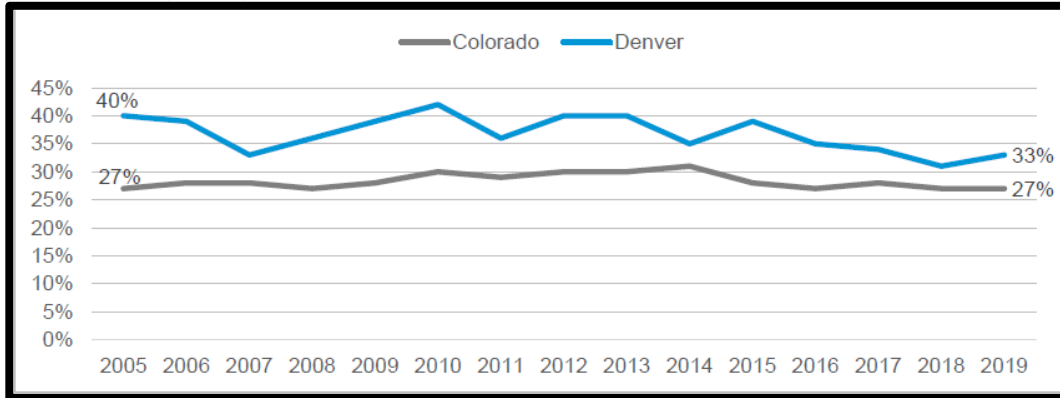
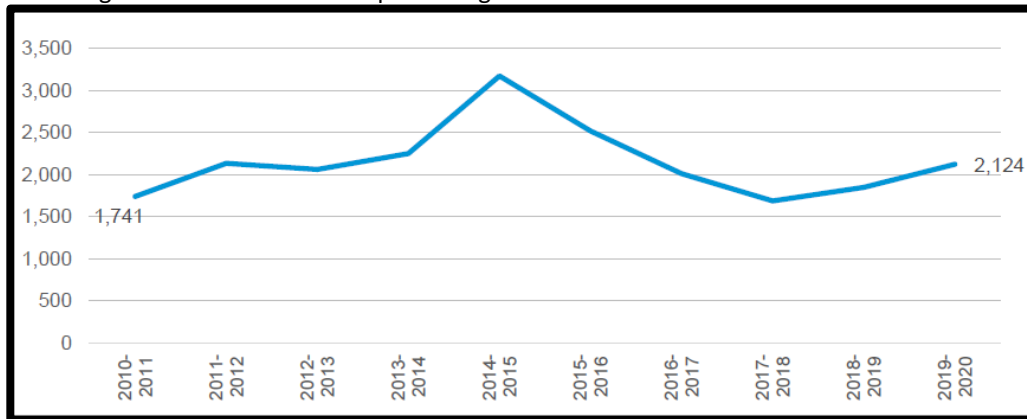


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Figure 16: School-Aged Children in Denver Experiencing Homelessness Trends



3. Proposed Program Options and Funded Enrollment Slots

There have been no changes to the program options, schedules, hours of service, or funded enrollment.

4. Centers and Facilities

One change in school sites has been approved by our Parent Policy Committee and ECE Department for the 2022-23 school year. Discussions, comparisons, and data analysis were considered made before opting to relocate 34 slots from John H. Amesse Elementary School to McGlone Academy; a school site that better matches DPS Head Start's focus and premise. McGlone services a similar population but encourages 3-year-old enrollments and places emphasis on Head Start services.

Center locations for the 2022-2023 school year include:

Center Location	Number of Slots	Number of Classrooms	Option Configuration (Option, days and months of operation)
Beach Court Elementary 4950 Beach Court, Denver, CO	34	2	Full day 6.5 hours /9.25 months
College View Elementary 2675 South Decatur St., Denver,CO	34	2	Full day 6.5 hours /9.25 months
Ellis Elementary 1651 South Dahlia St., Denver,CO	34	2	Full day 6.5 hours /9.25 months

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Escalante-Biggs Academy 5300 Crown Blvd., Denver, CO	68	4	Full day 6.5 hours /9.25 months
McGlone Academy 4500 Crown Blvd., Denver, CO	34	2	Full day 6.5 hours /9.25 months
Montclair Elementary 1151 Newport St., Denver, CO	17	1	Full day 6.5 hours /9.25 months
Samuels Elementary 3985 S. Vincennes Ct., Denver, CO	34	2	Full day 6.5 hours /9.25 months
Smith Elementary 3590 Jasmine St., Denver, CO	34	2	Full day 6.5 hours /9.25 months
Swansea Elementary 1150 Lipan St., Denver, CO	44 (11 Head Start students in each class mixed with non-HS students)	4 (mixed HS & non- HS students)	Full day 6.5 hours /9.25 months
Whittier Elementary 2480 Downing St., Denver CO	17	1	Full day 6.5 hours /9.25 months
	350 Total Slots	22 Total Classrooms	

5. Eligibility, Recruitment, Selection, Enrollment, and Attendance

There have been no major updates or changes to ERSEA.

6. Education and Child Development

There have been no changes to child assessments, curricula, or staff-child interaction observation tools.

7. Health

One prominent change is the new Health staff structure that was approved last year and will continue permanently. Instead of health support from two Registered Nurses, one vacant RN role has been replaced by two Certified Nurse Assistant roles for increased health support and organization from qualified adults. Furthermore, this three-member Health team will be guided by the reclassified Health and Wellness Supervisor (HWS) to ensure enhanced practices and procedures in collaboration with the DGKHS vendor, Marion Downs, for health screenings.

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**8. Family and Community Engagement**

The most prominent change to Family Services is that the Family Services Manager will now supervise, guide, and support the Family Liaison Specialists (FLS) with assistance from the Family Services Lead; a position new to Family Services in the 2021-2022 school year. The Family Services Lead will model consistent practices, provide individualized training as needed, and assist with clerical-type responsibilities for the Family Services content area across all school sites. The Lead will serve as a communication link between the FLS and the manager to help filter and determine priorities. The Lead will also help coordinate programmatic Family Services events and practices.

9. Services for Children with Disabilities

New this year is that the DPS Head Start Education and Disabilities Specialist (EDS), Family Services Manager (FSM), and Health and Wellness Supervisor (HWS) will function as an integral part of Disabilities and Mental Health to supplement and integrate services provided by DPS Student Services and other community providers as needed. Teachers will continue to complete a DPS Request for Assistance Form when they have concerns about a child based on observation, screening, or a parent request. Procedures and policies have no updates or changes.

10. Transition

There have been no major updates or changes in transitional practices.

11. Services to Parents and Guardians

Services to parents, caregivers, and guardians have had no changes. DPSHS continues with the following interagency partnerships to effectively meet the needs of Head Start children and

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families:

Chart 2: Interagency Partnerships for Families

Area	Partner	Description
Family Services	Colorado Department of Human Services	Resources and training related to refugee services; LEAP (see below), TANF, SSI, CCAP, and Child Support
	Joshua Station	Services to families transitioning out of homelessness
	Lowry Family Center	Support and services to families in Montbello and East Colfax neighborhoods through a partnership of organizations, including recruitment of foster children for enrollment in Head Start, kinship care training, crisis counseling, and utility assistance
	Clothes to Kids of Denver	New clothes for K-12 children in need
	Operation School Bell	K-Mart gift cards for school clothes (sponsored schools only)
	Food Bank of the Rockies	Weekend food for needy families
	Metro Care Ring	Support for obtaining birth certificates and identification documents, healthy food market, employment assistance, utility assistance
	Denver Inner City Parrish (SW Denver)	Emergency services, clothing, food bank, after-school programming
	Robert A. Miller Educational Resource Center	Speakers for parent meetings on parenting and stress management
	Low Income Energy Assistance Program	Heating assistance for families, training, presentations related to LEAP program
	Colorado Academy	Annual Project HOPE event providing gently used household items/clothes and holiday gifts for children
	Safe House Denver	Emergency shelter and counseling for victims of domestic violence and their children, including advocacy and safety planning
	Denver Center for Crime Victims	Crime prevention education and free case-by-case support for all victims of crime, regardless of age, gender, race, religion, sexual orientation or disability. Services offered in over 41 languages.
	Family to Family	Services for child abuse prevention and foster/kinship care families
	Friends of Man	Basic and specialized needs that are hard to come by elsewhere (i.e.: wheelchairs, prostheses, glasses, daycare, dentures, prescriptions, therapy, medical equipment, hearing aids, orthopedic shoes, etc.)
	Denver Inner City	Emergency services
	Denver Urban Ministries (DenUM)	Holiday assistance, food pantry, employment services, utility assistance, assistance with birth certificates and identification, legal assistance
	Red Shield Food Bank-Utility Support	Food bank and utility assistance for families in certain Denver zip codes
Dependable Cleaners	Provide opportunities each year for staff to collect used coats for children and families	
Community Health & Treatment	Servicios de la Raza	Spanish language counseling services and food and clothing banks
	Denver Health	Parenting and mental health support for parents, children and staff, medical and dental services

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Devereux	Online support for implementation of the Devereux assessment and screening instrument for social/emotional health
Culture of Wellness	Support to parents and classrooms around health, fitness, and nutrition
FACES	In-home counseling services

12. Transportation

There have been no updates or changes to transportation practices. A waiver request from DPS Head Start will continue in the 2022-23 school year as we collaborate with DPS transportation and ECE to determine future practices based on the needs of students and their families.

Sub-Section C. Governance, Organizational, and Management Structures

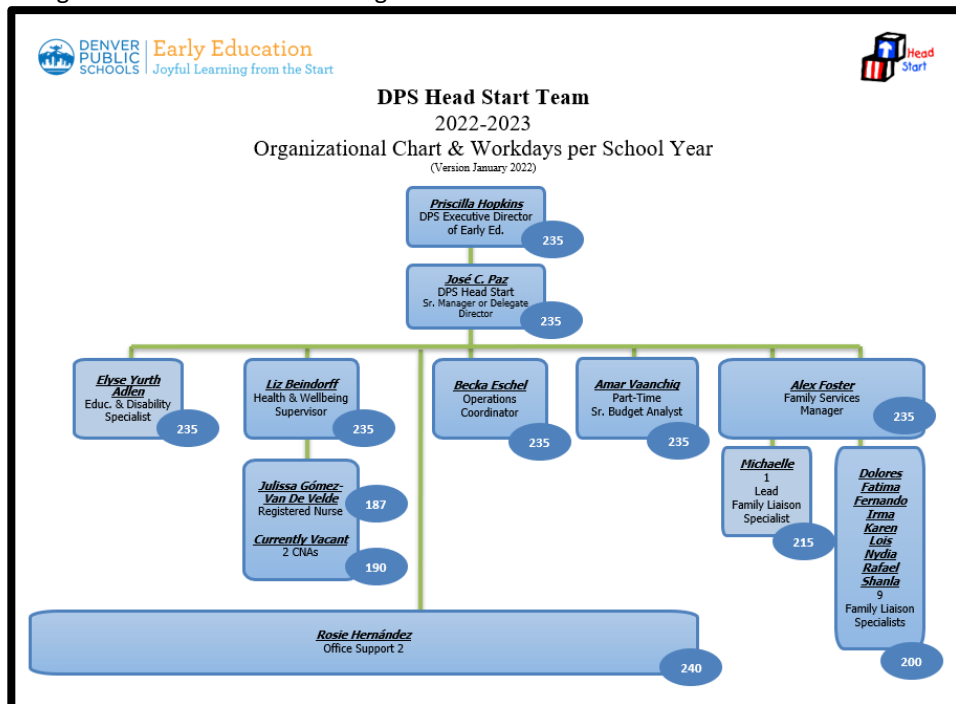
1. Governance

No changes in this area.

2. Human Resources Management

No changes in this area.

Chart 3: Current Organizational Chart and Staffing Structure





3. Program Management and Quality Improvement

No changes.

Section II. Budget and Budget Justification Narrative

The budget and justification are addressed in the Budget Narrative. There have been no changes.

The indirect cost rate is established by the state for school districts. DPSHS is proposing no reduction or conversion of slots. There are no funds allocated for initial or ongoing purchase, construction, or major renovation of facilities. There are no proposed equipment purchases over \$5,000. No DPSHS staff member will exceed a Level 2 Executive Salary of \$186,500 per year.



Denver Public Schools

Head Start

Budget Narrative for 2022-2023

Application



Denver Public Schools Head Start projected Budget Narrative 2022-2023:

A. Personnel is comprised of the following (see the chart below):

- Child Health and Development Services Personnel:
 - 1 Content Area Expert - Education and Disability - at the Negotiated Contract cost of \$18,750 (0.25FTE) and non-federal share at \$4,687 for Education, plus 18,751 (0.25FTE) and non-federal share at \$4,688 for Disabilities Services;
 - 22 Teachers at the Negotiated Contract cost of \$810,269 plus an extra pay in the amount of \$1,692, totaling \$811,961 (10.5 FTEs) and non-federal share at \$202,990;
 - 22 Paraprofessionals at the Negotiated Contract cost of \$254,728 including stipend of \$4,047, totaling \$258,775 (10.5 FTEs) and non-federal share at \$64,694;
 - 3 Health Specialists at the Negotiated Contract cost of \$76,394 (1.5 FTEs), plus 1 Health and Mental Health Services Supervisor at the Negotiated Contract cost of \$36,500 (0.50 FTE), totaling \$112,894 (2.0FTEs) and non-federal share at \$28,224;

- Family and Community Partnerships Personnel:
 - 1 Family Services Manager at the Negotiated Contract cost of \$34,251 (0.50 FTE) and non-federal share at \$8,563;

- 9 Family Liaison Specialists at the Negotiated Contract cost of \$200,378 (4.50 FTEs), plus 1 Family Liaisons' Team Lead at \$27,001 (0.5 FTE), totaling \$227,379 and non-federal share at \$56,845;
- Program Design and Management Personnel:
 - 1 Head Start Director at a cost of \$47,538 (0.50 FTEs) and non-federal share at \$11,884;
 - 2 Clerical Personnel at a cost of \$29,409 (0.7 FTE) and non-federal share at \$7,352;
 - 1 Fiscal personnel at a cost of \$31,692 (0.50 FTE) and non-federal share at \$7,923;
- Other Personnel:
 - 1 Other Personnel (Operations Coordinator - Data Support) at a cost of \$15,683 (0.3 FTE) and non-federal share at \$3,921;

Personnel total is \$1,607,083 (please see the below tables for details) with NFS of \$401,771, totaling \$2,008,854.



Teachers' Salary (DCTA)		
	Percentage paid by Head Start	2022-2023 Head Start Salary Forecast
Teacher	50.0%	\$ 36,820.00
Teacher	50.0%	\$ 35,420.00
Teacher	50.0%	\$ 28,547.00
Teacher	50.0%	\$ 34,561.00
Teacher	50.0%	\$ 44,332.00
Teacher	50.0%	\$ 36,704.00
Teacher	50.0%	\$ 40,998.00
Teacher	50.0%	\$ 28,204.00
Teacher	50.0%	\$ 47,257.00
Teacher	50.0%	\$ 42,290.00
Teacher	50.0%	\$ 29,005.00
Teacher	50.0%	\$ 31,127.00
Teacher	50.0%	\$ 40,764.00
Teacher	50.0%	\$ 45,740.00
Teacher	50.0%	\$ 27,402.00
Teacher	50.0%	\$ 44,332.00
Teacher	50.0%	\$ 47,149.00
Teacher	50.0%	\$ 47,149.00
Teacher	37.5%	\$ 29,904.00
Teacher	37.5%	\$ 28,566.00
Teacher	37.5%	\$ 33,249.00
Teacher	37.5%	\$ 30,749.00
Teacher Summer extra pay	N/A	\$ 1,692
Head Start Nurse	50.0%	\$ 45,994.00
Certified Nursing Assistant	50.0%	\$ 15,200.00
Certified Nursing Assistant	50.0%	\$ 15,200.00
TOTAL		\$ 888,355.00



Protech Salary (non-union)		
	Percentage paid by Head Start	2022-2023 Head Start Salary Forecast
Manager, Head Start Family Services	50.0%	\$ 34,251.00
Team Lead, Family Liaisons	50.0%	\$ 27,001.00
Supervisor, Head Start Health & Wellness	50.0%	\$ 36,500.00
Director, DPS Head Start	50.0%	\$ 47,538.00
Coordinator, Operations-Data	30.0%	\$ 15,683.00
Coordinator, Operations-Clerical	20.0%	\$ 10,455.00
Program specialist, Education & Disability	50.0%	\$ 37,501.00
Senior Budget analyst	50.0%	\$ 31,692.00
Family Liaison	50.0%	\$ 22,045.00
Family Liaison	50.0%	\$ 23,178.00
Family Liaison	50.0%	\$ 21,117.00
Family Liaison	50.0%	\$ 21,300.00
Family Liaison	50.0%	\$ 23,463.00
Family Liaison	50.0%	\$ 24,195.00
Family Liaison	50.0%	\$ 22,626.00
Family Liaison	50.0%	\$ 21,684.00
Family Liaison	50.0%	\$ 20,770.00
TOTAL		\$ 440,999.00

Clerical Salary (DAEOP)		
	Percentage paid by Head Start	2022-2023 Head Start Salary Forecast
Office Support II	50.0%	\$ 18,954.00
Total		\$ 18,954.00



Para Salary (PARA)		
	Percentage paid by Head Start	2022-2023 Head Start Salary Forecast
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 12,230.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 14,766.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 12,019.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 14,766.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	50.0%	\$ 12,019.00
Paraprofessional	50.0%	\$ 11,808.00
Paraprofessional	37.5%	\$ 8,856.00
Paraprofessional	37.5%	\$ 8,856.00
Paraprofessional	37.5%	\$ 8,856.00
Paraprofessional	37.5%	\$ 8,856.00
Para Stipend (meet requirement or enrolled)		\$ 4,047.00
TOTAL		\$ 258,775.00
GRAND TOTAL		\$ 1,607,083.00

B. Fringe Benefits is comprised of the following:

- Social Security, State Disability and Unemployment, Worker's Compensation, State Unemployment at the Negotiated Contract cost of \$101,712 and non-federal share at \$25,428;
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$170,377 and non-federal share at \$42,594;
- Retirement at the Negotiated Contract cost of \$101,712 and non-federal share at \$25,428;
- Medicare fringe at the Negotiated Contract cost of \$101,713 and non-federal share at \$25,429;

Fringe Benefit total is \$475,514 with NFS of \$118,879, totaling \$594,393.

C. Travel is comprised of the following:

- There is no conference travel projected in 2022-2023.

D. Equipment is comprised of the following:

- There are no equipment costs projected over the \$5,000 threshold in 2022-2023.

E. Supplies is comprised of the following:

- General office supplies are projected at \$12,660 for administration and program supply costs and non-federal share at \$3,165 including but not limited to office supplies, copying costs, staff development supplies, books, replacement and new technology purchases under \$5,000, etc.

- Program materials and supplies at \$39,466 for classrooms and non-federal share at \$9,867 including but not limited to developmentally appropriate toys, books, games, etc., all for student use in the classroom.
- There are no Food Service Supplies costs budgeted for 2022-2023.
- There are no Other Supplies costs budgeted for 2022-2023.

Supplies total is \$52,126 with NFS of \$13,032, totaling \$65,158.

F. Contractual is comprised of the following:

- Nutritional services at \$46,001. All of our Head Start students receive snacks through the DPS Food and Nutrition Department at the cost of \$0.75 per student per day. We receive CACFP reimbursement of \$1.00. In addition staff members that are required to model family style dining with the students, have meals provided and paid for by the grant. Non-federal share at \$11,500.
- The Colorado Network services at \$2,059. We contract for translation services for the 2022-2023 academic year. Non-federal share at \$515.
- Multicultural Outreach Office interpreter services at \$2,349. Non-federal share \$587.
- Jocelyn Miller with RAMERC staff development services at \$660. Non-federal share \$165.

Contractual total is \$51,069 with NFS of \$12,767, totaling \$63,836.

G. Construction is comprised of the following:

- There are no construction costs budgeted for 2022-2023.

H. Other is comprised of the following:

- Local travel (including but not limited to monthly bus passes, RTD ride ticket books and mileage) is projected at \$31,430 and non-federal share of \$7,857 for parents use (for example, homeless families to transport their children to and from school) as determined by the FLS Manager. See 45 CFR 1310.10(a);
- Parent Policy Committee budget of \$11,500 (for supplies, travel, conferences, etc.) and non-federal share at \$2,875; and
- Training and Technical Assistance (including but not limited to tuition reimbursement and conferences and training) of \$7,100 and PA 20 of \$11,740 and non-federal share of \$4,710.

Other total is \$61,770 with NFS of \$15,442, totaling \$77,212.

I. Total In-Kind charges are comprised of fund from the below source:

- Colorado Preschool Program (CPP) and Tuition Supported Programs (TSP) including dollars from Denver Preschool Program funds totaling \$1,706,601 used for personnel salary and benefits to provide the full day Head Start Services.

J. Indirect Costs (payable to Denver Public Schools) is comprised of the following:

- Indirect cost of 9.0% is calculated from the direct cost, totaling \$202,281 and non-federal share of \$50,570;

Indirect Costs total is \$202,281 with NFS of \$50,570, totaling \$252,851.

K. Totals for all budgeted categories are as follows:

- Costs for Program operations at \$2,438,103.
- Costs for PA 20 Training and Technical Assistance at \$11,740.
- Non-Federal Share at \$612,461.

Total is \$2,449,843 with NFS of \$612,461, totaling \$3,062,304.

None of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual from Denver Great Kids – Denver Public Schools Head Start, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II: \$187,000.

Denver Public Schools conducts regular wage comparability study and the last wage comparability study was conducted for:

- Teachers – 2020
- Paraprofessionals – 2021
- ProTech – 2020
- DAEOP – 2020.

WARNING: “The sum of Personnel and Fringe Benefits is between 60% and 80% of the total budget.” Head Start personnel are employees of Denver Public Schools. Each personnel is a member of a different union, therefore each employee’s wages and benefits are negotiated through these bargaining groups, and it is out of the “hands” of the Early Education Department. The negotiated wages cause this line item to exceed the upper limit of 80% of the budget.

EXHIBIT B-1

Budget/Budget Narrative for Denver Public Schools Head Start
Grant term: July 2022 - June 2023

Budget Category	Head Start Base Request	HS Non-Federal Share	Early Head Start Base	EHS Non-Federal Share	Total Per Category
Staff Salaries <i>Narrative:</i>	\$1,607,083.00	\$401,771.00			\$2,008,854.00
Benefits <i>Narrative -</i>	\$475,514.00	\$118,879.00			\$594,393.00
Program Supplies/Materials <i>Narrative -</i>	\$52,126.00	\$13,032.00			\$65,158.00
Rent (if applicable) <i>Narrative</i>					\$0.00
Utilities <i>Narrative</i>					\$0.00
Local Travel <i>Narrative</i>	\$31,430.00	\$7,857.00			\$39,287.00
Parent Services <i>Narrative -</i>	\$11,500.00	\$2,875.00			\$14,375.00
Technical Training and Staff Development <i>Narrative:</i>	\$18,840.00	\$4,710.00			\$23,550.00
Other <i>Narrative - Contractual services</i>	\$5,068.00	\$1,267.00			\$6,335.00
Indirect Costs <i>Narrative -</i>	\$202,281.00	\$50,570.00			\$252,851.00
Insurance <i>Narrative -</i>					\$0.00
Nutrition Services (Meals) <i>Narrative -</i>	\$46,001.00	\$11,500.00			\$57,501.00
Volunteers <i>Narrative -</i>					\$0.00
Totals	\$2,449,843.00	\$612,461.00	\$0.00	\$0.00	\$3,062,304.00



2022-23 School Year Calendar

REVISED: February 22, 2021

JULY 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

LAST DAY OF SCHOOL

NON-STUDENT CONTACT DAYS

Planning, assessment, and professional days (no classes for students; 10.5 days total) + 1 day for Floating Accelerated Learning Planning (Principal Determined)

Aug. 15-19, Sep 30; Oct. 17; Jan. 3; Feb. 21; April 3; June 2 (half day).

6 half days of Centrally-offered professional learning

Aug. 22, Sept. 30, Oct. 17, Jan. 3, Feb. 21, April 3

Note: Centrally-offered professional learning will largely be organized by cohort, with some district-wide required offerings. For the remainder of the day, the SLT will determine which portions are principal-directed or teacher-directed.

Non-student contact days breakdown: Minimum of 4.0 full self-directed teacher planning days to be distributed in meaningful increments; 2.5 full professional development days to be directed by the principal, including data culture/analysis; 1 family conference day; 1 Accelerated Learning Day.

EARLY RELEASE DAY

Classes will release early on June 2

FAMILY CONFERENCE DAY

Oct. 14 (full day, no classes for students). Schools may modify the daily schedule for family conferences to meet the needs of the school community. SLT may determine if a second Family Conference Day in the spring is needed (but may not decrease overall student contact time).

LEADERSHIP WEEK DATES

Information Forthcoming

MS/HS WALK-IN REGISTRATION

Aug. 11,12

VACATION/NO CLASSES

HOLIDAY/NO CLASSES

Labor Day - Sept. 5

Thanksgiving Day - Nov. 24

Christmas Day - Dec. 25

New Year's Day - Jan. 1

Dr. Martin Luther King Jr. Day - Jan. 16

Presidents' Day - Feb. 20

Cesar Chavez Day - March 31

Memorial Day - May 29

SEMESTER DATES

1 BEGINS Aug. 22

ENDS Dec. 16

2 BEGINS Jan. 4

ENDS June 2

STUDENT REPORT DAYS

1 76

2 98.5

174.5

This school year will have one Floating Accelerated Learning Planning Day to be determined by the school principal. This Non-Student Contact Day reduces the total Student Report Days by one.

173.5

Total Days

TEACHER REPORT DAYS

1 84

2 102

186

Total Days

END OF TERM -- TO BE FOLLOWED BY REPORT CARDS

Information Forthcoming

Denver Great Kids Head Start - Program Year 27 Report Schedule

EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
Marion Downs Referrals	Marion Downs Referral Template	Oct, Jan, April, July	Health Coordinator	Denverheadstart@denvergov.org
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
FAMILY SERVICES	FPA's, Strength and Needs	JAN 15th		Data Connector
FAMILY SERVICES	Recruitment Template	5 th of Every Month		Data Connector
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
EDUCATION	Coaching Logs	10 th of Every Month	Education Coordinators	Denverheadstart@denvergov.org
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		Denverheadstart@denvergov.org
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		Denverheadstart@denvergov.org
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	Program Budget PY28 July 2023 to June 2024	Annually, FEB 10 2023		Denverheadstart@denvergov.org
FINANCIAL	Single Audit Report	Annually, MAR 2023		Denverheadstart@denvergov.org
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2023		Denverheadstart@denvergov.org
FINANCIAL	Certificate of Insurance PY 28 July 2023 to June 2024	Current at time of contract - Annually, MAR 1 2023		Denverheadstart@denvergov.org
FINANCIAL	Budget Projection	November 2022 and March 2023		Denverheadstart@denvergov.org
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Personnel Report	Last Business Day of Every 3 Months	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director

EXHIBIT E

DPS Head Start 2022-2023

School Address Main Phone #	Principal Asst. Principal/Dean Secretary	Head Start Teacher Room # & Phone Ext. Spanish Classes	Paraprofessional Spanish Classes	Family Liaison Specialist Bilingual in italics Head Start Health	ECE Regional Specialist / Region ECSE & SLP Contacts SLP/OT/PT Contacts School Nurse Contacts	Class Hours & Days (Breakfast, Luch, Snack & Nap) Spanish Classes Funded Enrollment
McGlone () 4500 Crown Blvd. 80239 720-424-5660	Leanne Hightower-P Amy Lovell-Boylls-AP Colleen Chock-S	TBD TBD	TBD TBD	Rafael Vasquez Health Tech	TBD	TBD 34 full day
BEACH COURT (209) 4950 Beach Court 80221 720-424-9470	Leah Schuitz-Bartlett-P Sathya Wandzek-AP Liz Frazzini-S Team Lead - Leslie Harvey	Mariely Tripari 101 Lauren Thomson 102	Mayra Ortiz Sarah Malloy	Fernando Perez Soto Socorro Frias / Health Tech	Alana Broderick (1st sem) / Jamie Glasgo Jaimie Armstrong	8:25-3:25 M-F B 8:25 / L 10:50 / N 11:40 / S 3:15 B 8:25 / L 11:10 / N 11:35 / S 3:00 34 full day
COLLEGE VIEW (220) 2675 South Decatur St. 80219 720-424-8660	Shelley Boberschmidt-P Joseph (Joey) Denoncourt-AP Damaris Hernandez-S	Jordan Lilja 101 x48671 Mariana Sabatte-Doyle 103 x48673	Laura Hernandez Nadia Vizcarra Pacheco	Irma Martinez Giacomo Gambini / Health Tech	Danielle Mitchell / Southwest Caryn Schill / Carlyn Hooper Michelle Chait / Terri Sadecki Marta Pap	7:30-2:30 M-F B 7:30 / L 10:45 / N 12:30 / S 1:15 (101) B 7:30 / L 10:45 / N 12:30 / S 1:10 (103) 34 full day
ELLIS (231) 1651 S. Dahlia St. 80222 720-424-7700	Jamie Roybal-P Kimberly Ulery-AP Julie Padilla-PI Gina Gaitan-S Carla Marquez-S	Jovhana Lopez 122 x47739 Hallie McIntosh 123 x47738	Leidy Cruz Atifa Benaoun	Dolores Zuniga Hidalgo Giacomo Gambini / Health Tech	Jessica Anglin / Southeast Kat Parker / Jenni Scobey Ester Goldman / Tracy Sachs Annie Hegland	7:30-2:45 M-F B 7:45 / L 10:25 / N 12:00 / S 12:45 B 7:30 / L 10:30 / N 12:00 / S 1:30 34 full day
ESCALANTE-BIGGS (179) 5300 Crown Blvd. 80239 720-424-4620 Head Start Room: x44645	Eric Love-P Lazette Ray-AP Rosie Campos-S Eunice Gaspar-S	Jeniffer Santiago-Carabelle 122 x44643 / x44647 Martha Fernandez-Gutierrez 126 Loretta Willis 127 x44649 / x44642 Cheryl Malet 121	Yesenia Gil-Tafoya Daisy Cordova-Torres Arlene Pantoja-Bautista Luz Moncada	Rafael Vasquez Lois McDonald Socorro Frias / Health Tech	Jennifer Farrow / Far Northeast Kelly Wilson / Anya Tracy / Jessica Amedeo-Johnson Susan Fortney / Laura Nollisch Laura Hess	8:00-2:30 M-F B 8:15 / L 11:00 / N 12:10 / S 1:00 (122) B 8:20 / L 11:00 / N 11:40 / S 1:20 (126) B 8:20 / L 11:00 / N 11:50 / S 1:20 (127) B 8:15 / L 11:00 / N 11:45 / S 1:00 (121) 68 full day
MONTCLAIR (257) 1151 Newport 80220 720-424-5380	Susan Miller-Curley-P Nicole Cooper-White-AP Sofia Elmores-S	Gigi Hummel 117 x45427	Kaitly Donaldson	Karen Labuda Giacomo Gambini / Health Tech	Sydney Kalin / Near Northeast Lisa Bradley / TBD Marcé Anusencion / Andrea Metzger Megan Blauth	8:00-3:00 M-F B 8:05 / L 10:20 / N 1:15 / S 2:30 17 full day
SAMUELS (296) 3985 S Vincennes Ct 80237 720-424-4450	Cesar Rivera-P Ligia Gibson-AP Sharlyn Flaxer-S Guadalupe Lujan-S	Mireya Serna 127 x44515 Shawn Hinsvark 126	Margarita Angulo Gutierrez Robin Cooper	Nydia Gonzales Makayla De La Oliva / Health Tech	Jessica Anglin / Southeast Hanna Ullrich / Jillian Goldstein Andrea Lazar / Tracy Sachs Tarra Stapelman	7:30-2:30 M-F B 7:30 / L 9:45 / N 12:25 / S 1:50 B 7:30 / L 10:30 / N 11:50 / S 1:15 34 full day
SMITH 3590 Jasmine 80207 720-424-4000	Emily El Moudaffar-P Meredith Brown - AP Maria Zarate-Avalos-S	Casey Boyd 106 x44021 Gloria Godoy Vera 107 x44022	Demetria Wattley Maria Gomez	Shanla Arellano Fatima Challinor Socorro Frias / Health Tech	Nancy Mauro / Near Northeast Brita Strub / Lauren Laurelli Emily Warren / Diana Pott Kim Pham	7:30-2:30 M-F B 8:00 / L 11:40 / N 12:15 / S 1:50 B 8:00 / L 11:40 / N 12:15 / S 1:50 34 full day
SWANSEA (280) 4650 Columbine St 80216 720-424-3630	Vanessa Trussell - P Marc Rodriguez - AP Maria Vasquez-S *Rosa (Denia) Vargas - ECE Coach	Claudia Valle 152 x43649 / x43691 Mirella Lozano 150 Cynthia Gagnon 153 x43674 / x43650 Vanessa Medina 149	Erika Rocha Carla Leal Maria Alvarez Isabella Sandoval	Fatima Challinor Shanla Arellano Socorro Frias / Health Tech	Sydney Kalin / Central Sarah Foster / Anna Daggett Kanada Sorensen / Diana Pott Brigitte Bayles	8:00-2:30/2:45 M-F B 8:00 / L 10:50 / N 11:30 / S 1:45 (122) B 8:05 / L 10:50 / N 11:20 / S 1:30 (126) B 8:00 / L 10:45 / N 11:15 / S 2:15 (127) B 8:15 / L 11:00 / N 11:45 / S 1:00 (121) 44 full day mixed across all classes
WHITTIER (289) 2480 Downing St. 80205 720-424-3040	Lynette Hall-Jones-P TBD-AP Raenetta Whittington -S Annette Hall -S	Sara Chitwood 130 x43083	Elizabeth Garcia	Karen Labuda Makayla De La Oliva / Health Tech	Sydney Kalin / Central Lisa Young / Jennifer Cerajewski Alison Wilcox / Andrea Metzger Makenzie Allan	8:10-3:00 M-F B 8:15 / L 12:00 / N 1:00 / S 1:45 17 full day
DPS Head Start Management Team		Head Start Director: José Paz (x33047) Health & Wellness Supervisor: Liz Beindorf, LCSW (x32689)		Operations Coordinator: Becka Eschel (x33577) Office Support II: Rosie Hernandez (x32378) Registered Nurse: Julissa Gomez-Van De Velde, RN (x32659)		
		Ed. & Disab. Specialist: Elyse Yurth Adlen (x32658)		Temporary Health Techs: Socorro Frias (full time), Giacomo Gambini (half time)		
		Fam. Services Manager: Alex Foster (x33809)		Early Ed Budget Analyst: Amar Vaanchig (x32119)		



